CARL E. KINGSTON (#1826) Attorney for Security Investment Corporation 3212 South State Street Salt Lake City, Utah 84115 Phone: (801) 486-1458

Email: cek@ceklawoffice.com

KATHERINE R. YOUNG (#16204) Attorney for Security Investment Corporation 3212 South State Street Salt Lake City, Utah 84115 Phone: (801) 746-2477

e-mail: katherine.young@kyounglaw.com

IN THE UNITED STATES DISTRICT COURT DISTRICT OF UTAH, CENTRAL DIVISION				
UNITED STATES OF AMERICA, Plaintiff, vs. JACOB ORTELL KINGSTON, et al.,	Case No. 2:18CR00365-JNP PETITION ASSERTING 3 RD PARTY INTEREST Judge Jill N. Parrish			
Defendants				

Security Investment Corporation ("Security Investment"), through its counsel, asserts its interests in the forfeited property (specifically identified below) in the above-captioned case and petitions this court for an ancillary proceeding, pursuant to Title 21, United States Code, Section 853(n).

INTRODUCTION

- 1. On March 24, 2023, this Court issued a Preliminary Order of Forfeiture (ECF No. 1397), which included the following properties on the attached Exhibit 1:
 - a. Property 3: 4271 S. 1300 E. Salt Lake City, UT 84124, ("Property 3"). More legally described as:

BEG S 172.26 FT FR NW COR LOT 4, BLK 2, 10 AC PLAT A, BIG FIELD SUR; S 114.84 FT; E 220 FT; N 114.84 FT; W 220 FT TO BEG. 0.58 AC M OR L. 7135-2631 8939-3115 9075-8415 10127-7898 10657-0269, Tax ID: 22-05-230-032-0000

- b. Property 7: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #07-090-0002) More legally described in Exhibit A. ("Property 7")
- c. Property 8: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0004) More legally described in Exhibit A. ("Property 8")
- d. Property 9: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0019) More legally described in Exhibit A. ("Property 9")
- e. Property 10: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0020) More legally described in Exhibit A. ("Property 10")
- f. Property 11: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0025) More legally described in Exhibit A. ("Property 11")
- g. Property 12: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0026) More legally described in Exhibit A. ("Property 12")
- h. Property 13: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0027) More legally described in Exhibit A. ("Property 13")
- i. Property 14: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-041-0028) More legally described in Exhibit A. ("Property 14")
- j. Property 15: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-042-0018) More legally described in Exhibit A. ("Property 15")
- k. Property 16: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel #08-045-0005) More legally described in Exhibit A. ("Property 16")
- 1. Property 17: Box Elder County, Utah APN: 08-044-0004. More legally described in Exhibit A. ("Property 17")
- m. Property 18: 24050 N. 600 W. Plymouth UT 84330 (Box Elder County UT Parcel#08-052-0008) More legally described in Exhibit A. ("Property 18")
- n. Property 19: 22555 N. Frontage Rd. Portage, UT 84331. More legally described in Exhibit A. ("Property 19")
- o. Property 20: Box Elder County, Utah APN: 08-052-0014. More legally described in Exhibit A. ("Property 20")

- p. Property 21: Box Elder County, Utah APN: 08-052-0006. More legally described in Exhibit A. ("Property 21")
- q. Property 22: Box Elder County, Utah APN: 08-052-0005. More legally described in Exhibit A. ("Property 22")
- r. Property 23: Box Elder County, Utah APN: 08-052-0004. More legally described in Exhibit A. ("Property 23")
- 2. Security Investment has legal right, title, or interest in Properties 3 and 7-23 and such right, title, or interest renders the order of forfeiture invalid in whole or in part because Security Investment is a bona fide purchaser for value of the right, title, or interest in Properties 3 and 7-23 and was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture under this section.
- 3. Petitioner is entitled to recovery of costs, expenses and attorney's fees consistent with 28 U.S.C. § 2412, 28 U.S.C.S. § 2465(b), and 42 U.S.C. § 2000bb et seq.

FACTUAL BACKGROUND

- 1. Security Investment is a Nevada Corporation registered in the State of Utah. Security Investment is a private lender and has been in business since 1992.
- 2. Security Investment never provided any loans to WRE and never received any payments from WRE. Security Investment did not become aware of any of Defendants crimes until Defendants were arrested in August 2018.

Property 3: 4271 S. 1300 E. Salt Lake City, UT 84124

3. In August 2013, Jeremy Andrews purchased a home located 4271 S. 1300 E. Salt Lake City, UT 84124 ("Property 3"), through a mortgage from Fidelity Funding Company ("Fidelity Funding"). The original purchase price was \$385,000. Over the next five years, Mr. Andrews made significant improvements to the home including adding a second story.

- 4. In June 2018, Jolene Andrews purchased Property 3 from her son Jeremy Andrews. Security Investment financed the purchase price of \$1,250,245.69. See Warranty Deed and Settlement Statement at Exhibit B and Loan Agreement at Exhibit C.
- 5. In June 2018, Security Investment filed a Trust Deed with the Salt Lake County recording its interest in Property 3. See Exhibit D.
- 6. Ms. Andrews has been making regular payments on this loan and the outstanding loan balance as of December 31, 2022 was \$1,200,804.11.
 - 7. In January 2019, the United States filed a lis pendens for this case on Property 3.
- 8. Security Investment asserts its interest in Property 3 through its home purchase loan. The loan and trust deeds prove Security Investment is an owner of Property 3, under 18 USCS § 983(6)(a), with standing to intervene in this forfeiture. Security Investment was reasonably without cause to believe that Property 3 was subject to forfeiture, at the time it gave Ms. Andrews her home purchase loan.

Properties 7-23, Box Elder County Parcels

- 9. During September-November 2016, Eco Ranches, LLC purchased land ("Properties 7-23") in Box Elder County from WRE in four separate purchases. Each of these purchases were financed through mortgages from Security Investment for a total purchase price of \$1,299,000. See Loan Agreements at Exhibit E, Settlement Statements and check copies at Exhibit F.
- 10. In 2016, Security Investment filed Trust Deeds on Properties 7-23 with Box Elder County to record its mortgages. See Warranty Deeds and Trust Deeds at Exhibit G.
- 11. Eco Ranches defaulted on all four mortgages in 2019 and abandoned the property.

 Security Investment foreclosed on Properties 7-23 in September 2020 and immediately filed

 Trustee's Deeds upon Sale with the Box Elder County Recorder. See Exhibit H.

- 12. In 2019, the United States filed lis pendens for this case on Properties 7-23.
- 13. The United States, in this case, has filed a motion to set aside the foreclosure sale. Security Investment filed a motion in opposition in January 2022. Even if the foreclosure sale is set aside, Security Investment still qualifies as an owner under 18 USCS § 983(6)(a), with standing to intervene in this forfeiture, because it held mortgages on the property and recorded its interests with Box Elder County. Security Investment did not know and was reasonably without cause to believe that Properties 7-23 were subject to forfeiture at the time it provided mortgages on the property in 2016. It had no knowledge of any wrongdoing by Defendants until Defendants were arrested in 2018.

PRAYER FOR RELIEF

The petitioner seeks relief from this court's preliminary order of forfeiture and hereby requests that this Honorable Court hold a hearing ancillary to the criminal conviction of the above-named defendants at which Security Investment may testify and present evidence and witnesses on its own behalf pursuant to 21 U.S.C. §853(n)(5) and further that this court amend its preliminary order of forfeiture dated on March 24, 2023 to recognize fully the interests of Security Investment as they are set forth herein.

<u>AFFIRMATIVE DEFENSES</u>

A. <u>Violation of Equal Protection</u>:

1. Treatment or making a distinction towards a person based on the group, class, or category to which the person is perceived to belong, is unlawful discrimination. Discrimination by treatment of an individual or group based on their actual or perceived membership in a certain group or social category; restricting members of one group from opportunities or

privileges available to other groups; and exclusion of the individual or entities based on illogical decision making are all unlawful.

2. Evidence shows that the Government seeks forfeiture of the Property because of the owner's actual or perceived membership to a certain group or social category, aka "the Order." This is illegal discrimination, which violates the due process clause of the 5th and 14th Amendment to the U. S. Constitution and also violates the equal protection clause of the 14th Amendment to the U. S. Constitution.

B. Violation of Due Process:

Forfeiting third parties' property before any determination of wrongdoing by the property owner is a violation of the due process clause of the 5th and 14th Amendment to the U. S. Constitution. Criminal forfeiture raises several due process concerns for third party claimants. *See United States v. Emor*, 415 U.S. App. D.C. 73, 73, 785 F.3d 671, 672 (2015). Security Investment has not been charged with any wrongdoing supporting the forfeiture of the Property. It was not allowed to participate in the previous proceedings or make challenges to the forfeitability of the property, including statute of limitations or nexus.

DATED: <u>April 24</u>, 2023

Respectfully submitted,

/s/ Katherine R. Young

Katherine R. Young

Attorney for Petitioner Security Investment Corporation

/s/ Carl E. Kingston (w/ permission)

Carl E. Kingston

Attorney for Petitioner Security Investment Corporation

AFFIDAVIT OF KENT JOHNSON

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

I, KENT JOHNSON, being first duly sworn, depose and state as follows:

- 1. I am over the age of eighteen years old.
- 2. I am the President of Security Investment Corporation.
- 3. To the best of my knowledge and belief, the facts stated in the attached PETITION ASSERTING 3RD PARTY INTEREST are true and accurate.

KENT JOHNSON

Affiant

On the 24 day of 2023, KENT JOHNSON personally appeared

before me who, being first duly sworn upon oath, stated he had read the foregoing Affidavit and that the statements contained therein were true and correct to the best of his knowledge and belief.

NOTARY PUBLIC:

Residing in Salt Lake County,

State of Utah

My Commission Expires:

Notary Public - State of Utah

CHRIS WYATT

Comm. #719901

My Commission Expires

August 16, 2025

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of April, 2023, I electronically filed the foregoing Petition Asserting 3rd Party Interest with the Clerk of Court using the CM/ECF system which sent notification of such filing to all parties and co-defendants.

/s/ Katherine R. Young

Katherine R. Young

Exhibit A

EXHIBIT A

7. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #07-090-0002), more legally described as:

SE/4 OF SEC 3 T13N R3W SLM. LESS: BEG AT NE COR OF SE/4 OF SEC, W 534.6 FT, SELY ALG N SIDE OF ST HWY 864.6 FT, N 673.2 FT TO BEG. LESS: RES. LESS: 46.33 ACRES TO UDOT. LESS: BEG AT A PT 1593 FT N ALG SEC LINE & 33 FT W OF SE COR OF SD SEC, W 765.7 FT TO E R/W LINE OF INTER- STATE FREEWAY (NO ACCESS LINE), N 1*09`53W 978.0 FT ALG SD LINE M/L TO N BNDRY OF SE/4 OF SD SEC, S 89* 29`05E 212.8 FT ALG N BNDRY OF SD SE/4 OF SD SEC TO W R/W LINE OF CO RD, S 37*01`12"E 951.37 FT ALG SD LINE, S 216.3 FT ALG SD LINE TO POB CONT 93.28 ACRES M/L, Tax No. 07-090-0002.

8. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0004), more legally described as:

BEG 22 2/3 RDS W of the N/4 COR OF SEC 7, TWP 14N, R 3W, SLM. TH RUNNING W 246 FT, TH S 17 RDS, TH E 246 FT, TH N 17 RDS to BEG. Less tracts deeded to: Raymond G. Yaworsky William D. Marsh. CONT .6 ACRES. Tax No. 08-041-0004

9. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0019), more legally described as:

BEG AT A PT 538 FT W OF N/4 COR OF SEC 7, TWP 14N, R 3W, SLM. TH W 82 FT, TH S 280.5 FT, TH E 82 FT, TH N 280.5 FT TO BEG. CONT 0.5 ACRES. Tax No. 08-041-0019

10. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0020), more legally described as:

BEG AT A PT 374 FT W OF N/4 COR OF SEC 7, TWP 14N, R 3W, SLM. TH W 82 FT, TH S 280.5 FT, TH E 82 FT, TH N 280.5 FT TO BEG. CONT 0.5 ACRES. Tax No. 08-041-0020

11. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0025), more legally described as:

All the following within Portage City limits. BEG at a PT 1321.95 FT S of the N/4 COR SEC 07 T14N R03W SLM US Survey be CO UT, E 3300 FT M/L to CTR/L of Samaria Ditch, N ALG the CTR/L of SD Ditch to a PT 330 FT N of Grantor's PROP/L, W to the W BDY of Grantor's PROP, S 330 FT M/L to POB. CONT 10.23 AC M/L. Tax No. 08-041-0025

12. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041- 0026), more legally described as:

All of the following within Portage City limits. N/2 of NE/4 of SEC 07 T14N R03W SLM. Portage. Less: N/2 of W/2 of N/2 of NE/4 of SEC 07. Less: BEG at N/4 COR of SEC 07, N89*57`38"E 2640 FT, S00*28`34"W 660.0 FT, S89*57`38"W 2640 FT, N00*28`34"E 660.0 FT to BEG. Less [08-041-0025]: BEG at a PT 1321.95 FT S of the N/4 COR SEC 07 T14N

R03W SLM US Survey be CO UT, E 3300 FT M/L to CTR/L of Samaria Ditch, N ALG the CTR/L of SD Ditch to a PT 330 FT N of Grantor's PROP/L, W to the W BDY of Grantor's PROP, S 330 FT M/L to POB. CONT. 9.77 AC M/L. Tax No. 08-041-0026

13. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0027), more legally described as:

All the following without Portage City limits. BEG at a PT 1321.95 FT S of the N/4 COR SEC 07 T14N R03W SLM US Survey be CO UT, E 3300 FT M/L to CTR/L OF Samaria Ditch, N ALG the CTR/L of SD Ditch to a PT 330 FT N of Grantor's PROP/L, W to the W BDY of Grantor's PROP, S 330 FT M/L to POB. CONT. 14.77 AC M/L. Tax No. 08-041-0027

14. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-041-0028), more legally described as:

All the following without Portage City Limits. N/2 of NE/4 of SEC 07 T14N R03W SLM. Less: N/2 of W/2 of N/2 of NE/4 of SEC 07. Less: BEG at N/4 COR of SEC 07, N89*57`38"E 2640 FT, S00*28`34"W 660.0 FT, S89*57`38"W 2640 FT, N00*28`34"E 660.0 FT to BEG. Less [08-041-0027]: BEG at a PT 1321.95 FT S of the N/4 COR SEC 07 T14N R03W SLM US Survey be CO UT, E 3300 FT M/L to CTR/L of Samaria Ditch, N ALG the CTR/L of SD Ditch to a PT 330 FT N of Grantor's S PROP/L, W to the W BDY of Grantor's , S 330 FT M/L to POB. CONT. 10.23 AC M/L. Tax No. 08-041-0028

15. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-042-0018), more legally described as:

N/2 of NW/4 of SEC 08 T14N R03W SLM. Less: All land lying E of W BDY of OSLRR R/W. Less [08-041-0027]: BEG at a PT 1321.95 FT S of the N/4 COR SEC 07 T14N R03W SLM US Survey be CO UT, E 3300 FT M/L to CTR/L OF Samaria Ditch, N ALG the CTR/L of SD Ditch to a PT 330 FT N of Grantor's S PROP/L, W to the W BDY of Grantor's PROP, S 330 FT M/L to POB. CONT 46.91 AC. Tax No. 08-042-0018.

- 16. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-045-0005), more legally described as:
 - LOS 1, 2, 3, W/2 of NE/4, NW/4 of SE/4. Less to ST ROAD COMM. Being in SEC 15, TWP 14N, R 3W, SLM. CONTG 231.20 ACS. Tax No. 08-045-0005
- 17. Box Elder County, Utah APN: 08-044-0004, more legally described as:
 - PARCEL 2: LOTS 4, 5, 6, 7, West half of the Southeast quarter of Section 10, Township 14 North, Range 3 West, Salt Lake Base and Meridian. TAX ID: 08-044-0004
- 18. 24050 N. 600 W. Plymouth, UT 84330 (Box Elder County, UT Parcel #08-052-0008), more legally described as:

BEG N71*W 1350.1 FT FRM SE COR SEC 27 T14N R03W SLM, N40*06`W 435 FT, N19*22`W 240.5 FT, N18*03`W 329.8 FT, N89*38`E 456.2 FT, S00*24`E 876.2 FT TO BEG.

ALSO: BEG AT PT 1320 FT W & 1312 FT N FRM SE COR SD SEC 27, W 396 FT TO E R/W/L OF CO RD, N04*40`E 274 FT, N15*20`E 1100 FT M/L TO N/L NW/4 SE/4 SD SEC 27, E 83 FT, S 1332 FT M/L TO BEG. CONT 7.20 AC. Tax No. 08-052-0008

19. 22555 N Frontage Rd, Portage, UT 84331, more legally described as:

LOT 1, BRUCE ZUNDEL SUBDIVISION, as recorded March 26, 2001, as Entry No. 150913, in the office of the BOX ELDER County Recorder. Tax ID: 08-052-0012 20. Box Elder County, Utah APN: 08-052-0014, more legally described as:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian lying West of county road known as Frontage Road. Less: Utah Department of Transportation access road right of way. Less: Parcel No. 08-052-0013, created by Warranty Deed 216956. Tax ID: 08-052-0014

21. Box Elder County, Utah APN: 08-052-0006, more legally described as:

PARCEL 3: Northeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter lying West of county road known as Frontage Road; and the East 31.58 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West. Salt Lake Meridian. Less: Lot 1, BRUCE ZUNDEL SUBDIVISION. Less: County road right of way. Tax ID: 08-052-0006

22. Box Elder County, Utah APN: 08-052-0005, more legally described as:

PARCEL 2: The West 5.25 acres of Southwest Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian. Less: County road right of way. Tax ID: 08-052-0005

23. Box Elder County, Utah APN: 08-052-0004, more legally described as:

PARCEL 1: Southwest Quarter of Southwest Quarter, less the West 5.25 acres thereof; also the West 8 42 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian. Tax ID: 08-052-0004

Exhibit B

	WHEN RECORDED, MAIL TO: H. Jolene Andrews 4271 S 1300 E Salt Lake City, Utah 84124	12787398 06/08/2018 08:42 AM \$10 - OU Book - 10632 Pa - 2366 ADAM GARDINER RECORDER, SALT LAKE COUNTY, UTA H JOLENE AMDREWS 4271 S 1300 E SLC UT 84124					
	Warranty	BY: SSA, DEPUTY - WI 1 P. Deed					
	Jeremy Andrews,	grantor,					
	of Salt Lake City, County of Salt Lake ,State of Utah, hereby	y CONVEY and WARRANT to					
	H. Jolene Andrews,	grantee,					
	of Salt Lake City, County of Salt Lake, State of Utah,						
	for the sum of TEN and no/100De	OLLARS, and other good and valuable consideration					
27	the following described tract of land in Salt Lake County, Sta	ate of Utah, to-wit:					
	BEG S 172.26 FT FR NW COR LOT 4, BLK 2, 10 AC PLAT A, BIG FIELD SUR; S 114.84 FT; E 220 FT; N 114.84 FT; W 220 FT TO BEG. 0.58 AC M OR L.						
	PARCEL#22-05-230-032-0000						
	WITNESS the hand of said grantor, this _7 day of Signed in the presence of	June, 20 18 June , 20 18 June Andrews					
		*					
	STATE OF UTAH STATE OF UTAH SSS.						
	On this J day of June 20 18 a notary public, personally appeared Seveny And NAME OF DESCRIPTION OF THE PROPERTY OF THE PROPERT	before me Lynn Lingson, NOTARY PUBLIC NAME SOCUMENT SIGNER (a) whose pame(s) (is/are) subscribed to this					



instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

NOTABY PUBLIC

When Recorded return to: INWEST TITLE SERVICES, INC. 200 WEST CIVIC CENTER DR. #160 SANDY UT 84070

File # 199535

12737096 3/20/2018 10:28:00 AM \$12.00 Book - 10657 Pg - 269-270 ADAM GARDINER Recorder, Salt Lake County, UT INWEST TITLE SRVS SLC BY: eCASH, DEPUTY - EF 2 P.

Affidavit of Correction to SPECIAL WARRANTY DEED

The undersigned JAMES WALTON, Authorized Agent of Inwest Title Services, Inc. hereby states as follows:

- I am a resident of SALT LAKE County, State of Utah, over the age of twenty-one years and in all respects am competent to testify to the matters contained herein.
- I am a TITLE Officer for Inwest Title Services, Inc. and in that capacity I am duly authorized to execute this Affidavit.
- The SPECIAL WARRANTY DEED was recorded on AUGUST 26, 2013 as Entry No. 11712600, Book 10172 at Page 2504
- 4. THE LEGAL DESCRIPTION CONTAINS A TYPOGRAPHICAL ERROR.
- The SPECIAL WARRANTY DEED is corrected to read as follows:

"See Exhibit "A" attached hereto and by this reference made a part thereof."

Dated the 20th day of March 2018.

Inwest Title Services, Inc.

By: JAMES WALTON --- Authorized Agent

STATE OF UTAH) :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 20th day of March 2018., by JAMES WALTON, Authorized Agent of Inwest Title Services, Inc.

TODD STANGER

NOTARY PUBLIC • STATE of UTAH

COMMISSION NO. 680130

COMM. EXP. 11/15/2018

NOTARY PUBLIC

Exhibit "A"

Tax ID # 22-05-230-032

BEGINNING SOUTH 172.26 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 2, TEN ACRE PLAT A, BIG FIELD SURVEY; AND RUNNING THENCE SOUTH 114.84 FEET; THENCE EAST 220 FEET; THENCE NORTH 114.84 FEET; THENCE WEST 220 FEET TO THE POING OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

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)					6. File Number	
							201808
		and the same	. 6			7. Loan Number	
		FINAL Settlement Stateme	ent				
						B. Mortgage Insurance	Case Number
			and the same has	the ent	lement agent are shown, items marked '(POC)' were pai	d outside this closing. ໃຕ	ey are shown here for
	Note: This form is furni	ished to give you a statement of actual settlement of and are not included in the totals.	osts. Amounts paid to allo by	Tie ser	Rement agont are shown, notice marked (1 30) was per		1900
C. D.	Name of Buyer/Borron	wer:					
(H. Jolene Andrews					
E.	Name of Seller:	THE TAXABLE PROPERTY OF THE PARTY OF THE PAR					
37.07		Jeremy Andrews ু					
		*					
F.	Name of Lender:						
		Security Investment Corporation					
		×					
G.	Property Description:						
	providentale 153	4271 S 1300 E Selt Lake City, UT 84124					
Н.	Settlement Agent:	Sail Lake City, 01 04124					
	Address:						
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102 103 104	Semement Charges to	BOLLDWAI (A) of 14/05/		404			
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,	s for items paid by	Salier in advance		408	City/Town taxes		
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200	Amounts Paid By Or I	n Behalf of Buyer		500	Reductions In Amount Due to Seller		
201	*Deposit or enmest mor	ney		502	Excess deposit (see instructions) Settlement charges (line 1400)		157,50
202	Principal amount of nev	v loan(s)	58 6.20 1,250,245.6	503	Existing loan(s) taken subject		1,250,245.69
204	Extracting total (system)			504	Payoff of first mortgage loan Payoff of second mortgage loan		
205	Amounts Paid By Or I *Deposit or earnest mor Principal amount of nov Existing toan(s) taken s Seller Financial Loan Paid Outside of Closing			508			
207	Seller Financed Loan			507	Setter Financed Loan Paid Outside of Closing	FF4 5100	1080107
208	Paid Outside of Closing			509			
Adjus	tments for items unpaid	by seller		Adjus	tments for Nems unpaid by seller		
210	City/town taxes			510	City/town taxes County taxes		
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218				519	Total Reduction Amount Due Seller		1,250,403,11
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302	Gross amt due from Bur Less amts peld by/for B	uyer (line 220)	1,250,245.6	9 602	Less reductions in arrits due to Seller (line 520)		1,250,403.1
303	Cash From Buyer	rel:	E.202 312.5	1603	Cash From Seller		157.60
		and the second s	this transaction: I have raus	ed or wil	cause the funds to be disbursed in accordance with this	s statement.	
The Se	diement Statement which	i have theoried is a rine and accounte account of t	DIE L'HIZACION THAVE DELLA			Date:	8/7/18
1	supplemental Pag	je for details					
	11						

Nt Charges At Sales/Broker's Commission based on price \$1,250,245.69 @ 0.00% = \$0.00 Nision of Commission (line 700) as follows The	Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Sellemen
ommission paid at Settlement		
Items Payable in Connection with Loan Loan Origination Fee	150,00	
Loan Discount		
Appraisal Fee Credit Roport		
Lender's Inspection Fee		
Mortgage Insurance Application Premium		
Assumption Fee Tax Service Contract		
Underwriting Fee		11071005
Fixod Certification Fee Tax Research Fee		
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mental Summary Itams Required by Lender to be Paid in Advance	· · · · · · · · · · · · · · · · · · ·	
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Hazard Insurance Premium		
- 1-15		
mental Summary Reserve Deposited with Lander		
Hazard Insurance		
Mortgage Insurance City Property Taxes		
County Property Taxes		
Annual assessments		
Aggregate Accounting Adjustment	20.00	
Title Charges Settlement or closing fee	37,50	
Abstract or the search		
Title examination		
\ Insurance Binder ument Fee		****
ary Foe	10.00 50 00	
ney Fee udes above item numbers)		
trisurance - See supplemental page for breakdown of individual fiees and payees (includes above item number 100/116/6.1)*		
(includes above item number 100/116/8.1)* Lender's coverage		
Owner's coverage		
Incoming Wire Fee		
Compliance Fee		
Government Recording and Transfer Charges Recording free: Deed Mortoage: Release:	45.00	
Recording fees: Deed Mortgage: Release: City/county tex/stamps:		
State tax/stamps:		
Additional Settlement Charges		
Survey to Pest Inspection to Termite, Insect & Rodent Control		
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		C-10-11
Innua Summe)	312.50	
nental Summary Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	1	
The state of the s		
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Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		

		upplemental Page ttlement Statement		File No.	
	Fir	nal Statement		Loan No.	
				6/7/18	
Borrower Name:	H. Jolene Andrews				
Seller Name:	Jeromy Andrews			***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Section L. Settlement Charge	es Continued			Paid From Buyer's Funds at	Paid From Seller's Funds at
1108 a) Eagle Owner's Po	Supplemental Summary			Settlement	Settlement
b) Eagle Lender's Po			A CONTRACTOR OF THE CONTRACTOR		
Section J. Summary of Buyer 100 Gross Amount Dus I 200 Amounts Paid By Or 201 a) Funds For Closing	From Buyer In Botalf of Buyer Supplemental Summary			Boyer Charges	Buyer Credits
A CONTRACTOR OF THE PARTY OF TH	led from the Settlement Statement Page 1				
300 Cash At Settlement 301 Gross amount due fr 302 less amounts paid t	From/To Buyer om Buyer (line 120)	1,250,558.19 1,250,245.69 312.50	600 Cash At Settlement To/From Seller 601 Gross Amount Due to Seller (fine 420) 602 Less reductions in amounts due to Seller (fine 520) 803 Cash From Seller		1,250,245.69 1,250,403.19 157.50
yh From Buyer		00,410	The state of the s		AND DESCRIPTION OF THE PERSON

ADDENDUM TO SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN A CONVENTIONAL LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or value transaction, other than those described in the sales contract dated any of the cash down payment, I certify that I (we) have not and was previously disclosed in the sales contract (including addenda) and	d vill not receive any pay	including addenda). ! cer ment or reimbursement for any of i	tify that I (we) have not been paid or reimbursed for my (our) closing costs which have not been
Cula Redamina	6/7/18		
Buyer H. Jolene Andrews	Date	Buyer	Dale
Buyer	Date	Buyer	Date
CERTIFICATION OF I couldly that I have no knowledge of any loans that have been or wof financing this transaction, other that those described in the sale reimburse the borrower(s) for any part of the cash down payment, costs which have not been previously disclosed in the sales contra	will be made to the bon is contract dated I certify that I have no	including ad) ot and will not pay or reimburse the	or will be assumed by the borrower(s), for purposes denda). I certify that I have not and will not pay or
Jeremy Andrews	Date	Seller	Date of
Seller	Date	Seller	Daile
CERTIFICATION OF To the best of my knowledge, the Settlement Statement which I ha and the funds received have been or will be disbursed by the unde certifications which were executed by the borrower(s) and seller(s)	ive prepared is a true a	settlement of this transaction. I fur	which were (i) received, or (ii) paid outside closing,
[The certifications contained herein may be obtain the certifications contained herein may be obtain the contained in the certification of the certification	United States on this		
green es es es es es	*··	1.5 pm	ž

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:	
Borrower(s)/Purchaser(s)	Seller(s)
H. Jolene Andrews J. 6: 17/18 Date:	Jeremy Andrews 6/1/18 Date:
Date:	Date:
Date:	Date:
The Settlement Statement which I have prepared is a true and accurate account of this transact nent. Agent:	tion. I have caused or will cause the funds to be disbursed in accordance with

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and Imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

Exhibit C

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PROMISSORY NOTE

					Account	Officer	Initials
Principal	Loan Date 06-07-2018	Maturity 06-15-2023	Loan No 400337-1	Call / Coll	1 37 9 2	02	riten
References in the	Sause above are le	or Lender's use on above containing	ty and do not limit the	applicability of this d ted due to text length	ocument to any pa limitations	TIGUIST TOUT C	

Borrower:

H. Jalene Andrews 4271 South 1300 East

Salt Lake City, UT 84124

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Interest Rate: 3.800%

Date of Note: June 7, 2018

Principal Amount: \$1,250,245.69 PROMISE TO PAY. I ("Borrower") promise to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Two Hundred Fifty Thousand Two Hundred Forty-five & 69/100 Dollars (\$1,250,245.69), together with interest on the unpaid principal balance from June 4, 2018, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.800% per annum, until paid in full. The interest rate may change under the terms and conditions of the

PAYMENT. I will pay this loan in 59 regular payments of \$5,834.33 each and one irregular lest payment estimated at \$1,134,262.46. My first payment is due July 15, 2018, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 15, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are carned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar lenguage. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Security Investment Corporation, 2970 South Main St.,

LATE CHARGE. If my payment is more than 10 days late, I will be charged 5.000% of the regularly scheduled payment or \$30.00, whichever

INTEREST AFTER DEFAULT. Upon maturity, whether scheduled or accelerated by Lender because of my default, the interest rate on this Note shall be increased by 2.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whather the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES: EXPENSES. Lender may here or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys. Sees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunctions, and attorneys. If not prohibited by applicable law, I also will pay any court costs, in addition to all

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Utah.



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PROMISSORY NOTE (Continued)

Loan No: 400337-1

Page 2

HOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. Checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize the law, to charge or setoff all sums owing on the indebtedness against any and all such accounts. Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: a Deed of Trust dated June 7, 2018, to a trustee in favor of Lender on real property located in Salt Lake County, State of Utah.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address:

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend trepeatedly and for any length of time! this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security with whom the modification parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the terroops signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

9 92

x -	-Mini C	tivitius
H. Jolene	Andrews	

Originator Names	and Nationwide Mortgage Lice	nsing System and Registry IDs:
	Investment Corporation	NMLSR ID: NA
organization.		NMLSR ID:

ExemPro, Viv. 17 7 D 003 Corr 70 -4164 Commission 1802, 7014 ARRIGNA PRANSAC UY 2., CRISPLINGS FC. Or J

DISBURGMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Cáll / Coll	Account	Officer 02	Initials
,250,245.69		06-15-2023		applicability of this	document to any par	ticular loan o	r item
References in the	boxes above are Any ite:	n above containing	nly and do not limit the	ted due to text lengt	h limitations.		

Borrower:

H. Jolena Andrews

4271 South 1300 East Salt Lake City, UT 84124 Lender

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

LOAN TYPE. This is a Fixed Rate (3.800%) Disclosable Loan to an Individual for \$1,250,245.69 due on June 15, 2023.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

🔀 Personal, Family, or Household Purposes or Personal Investment.

Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase Property.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until any notice of the right to cancel time period specified has expired and all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,250,245.69 as follows:

> Amount paid to others on my behalf: \$1,250,245.69 to Chief Title

\$1,250,245.69

Note Principal:

\$1,250,245.69

CHARGES PAID IN CASH. I have paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:

\$50.00 Attorney

\$30.00 Incoming Wire

\$5.00 Notary

\$45.00 Recording

\$37.50 Settlement / Closing

\$20.00 Title Review

\$187.50

\$187.50

Total Charges Paid in Cash:

TAX CONSEQUENCES. I understand that Lender makes no representation or warranty whatsoever concerning the tax consequences of this loan, including the deductibility of interest, and that I should consult with my own tax advisor for guidance on this subject. I also agree that Lender shall not be liable in any manner whatsoever should the interest paid on the loan not be deductible.

FINAL AGREEMENT. I understand that the loan documents signed in connection with this loan are the final expression of the agreement between Lender and me and may not be contradicted by evidence of any alleged oral agreement.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 1, 2018.

BORROWER:

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DISBU. SEMENT REQUEST AND AUTHOL ATION

(Continued)

Page 2

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons:

(A) I am not eligible for credit insurance;

(B) Credit insurance is not available from Lender; or

(C) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on June 7, 2018, I read and understood all of the provisions of this Disclosure.

BORROWER:

ene andrews

Loan No: 400337-1

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NOTICE OF FINAL AGREEMEN

				- " LO'.D	Account	Officer	Initials
Principal	Loan Date 06-07-2018	Maturity 06-15-2023	Loan No 400337-1	Call / Goll	document to any par	02 rticular loan o	ritem
References in the	boxes above are Any iter	for Lender's use or mabove containing	400337-1 hly and do not limit the has been omiti	ed due to text leng!	h limitations.		

Borrower:

H. Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

The term "Loan" means the following described loan: a Fixed Rate (3.800%) Disclosable Loan to an Individual for

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Amortization Schedule
- Loan Option Presentation Acknowledgment
- UT Deed of Trust for Real Property located at 4271 South
- 1300 East, Salt Lake City, UT 84124

- Closing Disclosure
- Promissory Note
- Disbursement Request and Authorization
- Notice of Final Agraement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower:

H. Jolene Andrews

Grantor(s):

H. Jolene Andrews

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated June 7, 2018.

BORROWER:

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

Leter Pic. Ver 17,10 D23 Copr D +H USA Corporation 1997, 2018 All Rights Reserved - UT ZACFILPLI(21 FC TR-790

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NOTICE OF FINAL AGREEMEN.

Principal	Loan Date	Maturity	Loan No	Call 7 Coll	Account	Officer 02	Initials
	06-07-2018	06-15-2023	400337-1	enlicability of this	document to any pa	rticular load o	trem.
References in the	The second secon		nly and do not limit the a	pplicability of this o d due to text length	document to any pa Himitations	rticular load o	tiem.

Borrower:

H. Jolene Andrews

4271 South 1300 East Salt Lake City, UT 84124 1.endert

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (3.800%) Disclosable Loan to an Individual for \$1,250,245.69 due on June 15, 2023.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Amortization Schedule

- Loan Option Presentation Acknowledgment UT Dood of Trust for Real Property Incated at 4271 South

1300 East, Salt Lake City, UT 84124 - Model Privacy Notice: H. Jolene Andrews - Closing Disclosure - Promissory Note

- Disbursement Request and Authorization

- Notice of Final Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower:

H. Jolene Andrews

Grantor(s):

H. Jolene Andrews

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated June 7, 2018.

BORROWER:

LENDER:

SECURITY INVESTMENT CORPORATION

Part VI France Authorized Signar

LaterPro, Ver. 17 1 0.023 Copr. 0 + H USA Corporation 1997, 2016 AS Rights Reserved UT 2:3CFRLPLH21 FC TH 750

LOAN REQUEST SUMMARY

Principal 1,250,245.69	Loan Date	Maturity 06-15-2023	Loan No 400337-1	Call / Coll	Account	Officer 02	Initials
References in the	hoxes above are		ily and do not limit to	ne applicability of the litted due to text leng	s document to any pagh limitations.	utionis, losu d	FREDE

Borrower:

H. Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BALLOON LOAN

(Fixed Rate)

In Cash Financed \$1,250,245.69 AMOUNT REQUESTED: PREPAID FINANCE CHARGES: 50.00 Attorney 30.00 Incoming Wire 5.00 Notary 45.00 Recording 37.50 Settlement / Closing 20.00 Title Review SECURITY INTEREST CHARGES: \$187.50 \$1,250,245.69 NOTE AMOUNT:

PAYMENT CALCULATION:

365/365 Interest Method: 06-04-2018 Disbursement Date: 07-15-2018 First Payment Date: 06-15-2023 Due Date: Monthly Payment Period: 360 Periods to Amortize:

60 Total Number of Pmts: 3.800% Interest Rate: None Credit Insurance:

Amount of Reg Pmt:

\$5,834.33 \$1,134,262.46

Payment Schedule. Borrower's payment schedule consists of the following: 59 monthly consecutive payments of \$5,834.33 each, beginning July 15, 2018, with interest calculated on the unpaid principal balances at an interest rate of 3.800% per annum; and one payment of \$1,134,262.46 on June 15, 2023, with interest calculated on the unpaid principal balances at an interest rate of 3.800% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

TOTAL OF PAYMENTS AMOUNT FINANCED FINANCE CHARGE \$1,478,487.93 APR \$1,250,058.19 \$228,429.74 3.805%

COLLATERAL: Real Estate Collateral.

TRANSACTION NUMBER: 790

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Berrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed. This is not a Truth in Lending Disclosure Statement. Borrower will receive such a statement containing all required disclosures prior to consummation of the loan.

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35569 Page 30 of 298 AMORTIZATION SCHEDULL

				Call / Coll	Account	Officer	Initials
Principal 1 250 245 69	Loan Date 06-07-2018	Maturity 06-15-2023	Loan No 400337-1	4 2	ocument to any par	ticular loan or Item.	item.
References in the	- have above are	for Lender's use or m above containing	aly and do not limit the	ted due to text length	h limitations.		

Borrower

H. Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Disbursement Date: June 4, 2018

Interest Rate: 3.800

Repayment Schedule: Balloon Calculation Method: 365/365 U.S. Rule

Interest Rate: 3.	800				Remaining
		Payment	Interest	Principal	Balance
Payment	Payment	Amount	Paid	Paid	
Number	Date			107.55	1,249,748.03
		5,834,33	5,336.67	497 66	1,247,947.13
1	07-15-2018	5,834.33	4,033.43	1,800.90	1,246,140.42
2	08-15-2018	5,834.33	4,027.62	1,806.71	1,244,198.14
3	09-15-2018	5,834.33	3,892.05	1,942.28	1,242,379.33
4	10-15-2018	5,834.33	4,015.52	1,818.81	1,240,425.31
5	11-15-2018	5,834.33	3,880.31	1,954.02	1,240,428.61
6	12-15-2018	9,634.00			
		35,005.98	25,185.60	9,820.38	
2018 TOTALS:			4 000 96	1,830.98	1,238,594.33
_	01-15-2019	5,834.33	4,003.35	1,836.89	1,236,757.44
7	02 15-2019	5,834.33	3,997,44	2,229.10	1,234,528.34
8	03-15-2019	5,834.33	3,605.23	1,850.02	1,232,678.32
9	04-15-2019	5,834.33	3,984.31	1,984.32	1,230,694.00
10	05-15-2019	5,834.33	3,850.01	1,862.39	1,228,831.61
11	06-15-2019	5,834,33	3,971.94	1,996.34	1,226,835.27
12	07-15-2019	5,834.33	3,837.99	1,874.85	1,224,960.42
13		5,834.33	3,959.48	1,880.90	1,223,079,52
14	08-15-2019	5,834.33	3,953.43	2,014.30	1,221,065.22
15	09-15-2019	5,834.33	3,820.03	1,893.47	1,219,171.75
16	10-15-2019	5,834.33	3,940.86	2,036,51	1,217,145.24
17	11-15-2019	5,834.33	3,807.82	2,026.51	
18	12-15-2019			23,280.07	
-		70,011.96	46,731.89	23,280.07	. 245 220 12
2019 TOTALS:			3,928.21	1,906.12	1,215,239.12
4.0	01-15-2020	5,834.33	3,922.06	1,912.27	1,213,326.85
19	02-15-2020	5,834.33	3,663.25	2,171.08	1,211,155.77
20	03-15-2020	5,834.33	3,908.88	1,925.45	1,209,230.32
21	04 15-2020	5,834,33	3,776.77	2,057.56	1,207,172.76
22	05-15-2020	5,834.33	3,896.03	1,938.30	1,205,234.46
23	06-15-2020	5,834.33	3,764.29	2,070.04	1,203,164.42
24	07-15-2020	5,834.33	3,883.09	1,951.24	1,201,213.18
25	08-15-2020	5,834.33		1,957.54	1,199,255.64
26	09-15-2020	5,834.33	3,876.79	2,088.71	1,197,166.93
27	10-15-2020	5,834.33	3,745.62	1,970.60	1,195,196.33
28	11-15-2020	5,834.33	3,863.73	2,101.39	1,193,094.94
29	12-15-2020	5,834.33	3,732.94		
30			45,961.66	24,050.30	
2020 TOTALS:		70,011.96		1,983.74	1,191,111.20
2020 10120		5,834.33	3,850.59		1,189,121.06
31	01-15-2021	5,834.33	3,844.19	1,990.14	1,186,753.10
32	02-15-2021	5,834.33	3,466.37	2,367.96	1,184,748.89
33	03-15-2021	5,834.33	3,830.12	2,004.21	1,182,614.87
34	04-15-2021	5,834.33	3,700.31	2,134.02 2,017.56	1,180,597.31
35	05-15-2021	5,834.33	3,816 . 77	•	1,178,450.32
36	06-15-2021	5,834,33	3,687.34	2,146.99	1,176,419.32
37	07-15-2021	5,834.33	3,803.33	2,031.00	1,174,381.76
38	08-15-2021	5,834.33	3,796.77	2,037.56	1,172,215.36
39	09-15-2021	5,834.33	3,667.93	2,166.40	1,170,164.23
40	10-15-2021	5,834.33	3,783.20	2,051.13	1,167,984.66
41	11-15-2021	5,834.33	3,654.76	2,179.57	
42	12-15-2021			05 110 39	
		70,011.96	44,901.68	25,110.28	040 BB
2021 TOTALS			3,769.55	2,064.78	1,165,919.88
43	01-15-2022	5,834.33	3,762.89	2,071.44	1,163,848.44
44	02-15-2022	5,834.33	3,392.70	2,441.63	1,161,406.81
	03-15-2022	5,834.33	3,748,32	2,086.01	1,159,320.80
45	04-15-2022	5,834.33		2,213.44	1,157,107.36
46	05-15-2022	5,834,33	3,620.89	2,099.88	1,155,007.48
47	06-15-2022	5,834.33	3,734.45	2,226.91	1,152,780.57
48	07-15-2022	5,834.33	3,607.42	2,113.85	1,150,666.72
49	08-15-2022	5,834133	3,720,48	2,120.67	1,148,546.05
50	09-15-2022	5,834.33	3,713,66	2,247.09	1,146,298,96
51	08-10-4074 - 6-4 to 2022	5 834 33	3,587.24	2,2-11,00	## = = 1 Ox
5 ?	10-15-2022				

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AMORTIZATION SCHEDULE

Loan No: 4003	an No: 400337-1 AMORTIZATION SCHEDULE (Continued)		(Continued)			(Continued)		
53	11-15-2022 12-15-2022	5,834.33 5,834.33	3,699.56 3,573.55	2,134.77 2,260.78	1,144,164.19 1,141,903.41			
54	entra en	70,011.96	43,930.71	26,081.25				
2022 TOTALS: 55 56 57 58 59 60	01-15-2023 02-15-2023 03-15-2023 04-15-2023 05-15-2023 06-15-2023	5,834.33 5,834.33 5,834.33 5,834.33 5,834.33 1,134,262.46	3,685.38 3,678.44 3,316.18 3,663.36 3,538.40 3,648.94	2,148.95 2,155.89 2,518.15 2,170.97 2,295.93 1,130,613.52	1,139,754.46 1,137,598.57 1,135,080.42 1,132,909.45 1,130,613.52 0.00			
2023 TOTALS:		1,163,434.11	21,530.70	1,141,903.41				
TOTALS:		1,478,487.93	228,242.24	1,250,245.69	in differen			

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

CHAMPS, LAN 17 1 0 023 COV. D-H UTA Corporation 1977, 2018. AN Rights Reserved. UT 20CFNLPUANORTISC TR-790

Closing D	isclosure	This doc	form is a statement of final loan tern ument with your Loan Estimate.	ns and closing costs. Compare this
Closing Information	on.	Transactio	on Information	Loan Information Loan Term 5 years
Date Issued Closing Date	6/4/2018 6/7/2018 6/4/2018	Borrawer	Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124	Purpose Purchase Product Year 5 Balloon Payment. ———————————————————————————————————
Disbursement Date Settlement Agent File #		Seller	Jeremy Andrews 8511 South 1475 East Sandy, UT 84093	Loan Type ⊠ Conventional ☐ FHA
Property	4271 South 1300 East	Lender	Security Investment Corporation	Loan ID /

Salt Lake City (1)		ent Corporation Loan 10 #				
le Price \$1,250,245.69		Pilic "				
oan Terms	Can this am	ount increase after closing?				
oan Amount	\$1,250,245.69 NO					
nterest Rate	3.80% NO					
Monthly Principal & Interest see Projected Payments below for your stimated Total Monthly Payment	\$5,834.33 NO					
annated rotal Monthly Comment	Does the loan have these features?					
Prepayment Penalty	NO					
Balloon Payment	YES • You will have to pay \$1,134,262 at the end of year 5					
P Lata d Dayments						
Projected Payments	Years 1 – 5	Final Payment				
Principal & Interest	\$5,834.33	\$1,134,262.46				
Mortgage Insurance	+ 0	+ 0				

Payment Calculation		Years 1 – 5		111111111111111111111111111111111111111
Principal & Interest		\$5,834.33		\$1,134,262.46
Mortgage Insurance Estimated Escrow Amount can increase over time	+ +	0	+	0
Estimated Total Monthly Payment		\$5,834.33		\$1,134,262.46
Estimated Taxes, Insurance & Assessments Amount can increase over time See page 4 for details	\$0.00 a month	This estimate includes □Property Taxes □Humeowner's Insurance □Other: See Escrow Account on page 4 for separately.	r details. You must p	In escrow? ay for other property costs

\$187.50	Includes \$187.50 in Loan Costs + \$0.00 in Other Costs - \$0.00 in Lende Credits. See page 2 for details.
\$187.50	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

losing Cost Details		Borrower-Paid	Seller-Paid At Closing Before Closing	Pai Ot
THE PARTY OF THE P		At Closing Before Closing	At Closing Belore Capany	
Loan Costs				
Origination Charges				
% of Loan Amount (Points)				
			w-1 00 5	
		11.00		
activities for		\$187.50	\$50.00	
Services Borrower Did Not Shop For		\$50.00		
Attorney		\$30.00	\$5.00	
Incoming Wife		\$5.00	\$45.00	
Notary		\$45.00 \$37.50	\$37.50	
Recording		\$20.00	\$20.00	
Settlement / Clasing		\$20.00	V	
Title Review				
30			1	
Services Borrower Did Shop For		1	050	
C. Services Borrower the alloh to			. 10	
38 :			120	
			D.	
		\$187.50		
D. TOTAL LOAN COSTS (Borrower-Paid)		\$187.50		
Loan Costs Subtotals (A + B + C)		7107.50		
Other Costs Exercise and Other Government Fees Deed:	Mortgage.			3
Recording Fees Deed:				
The second secon			14	
F. Prepalds Homeowner's Insurance Premium (mo.)		54		
Homeowner's insurance richitative (mo.)		\$0		
Mortgage Insurance Premium (mo.) Prepaid Interest (per day from to		30	8	9
				1
Property Taxes (mo.)				
and at Closing	78.7 77.20		k	
G. Initial Escrow Payment at Closing	per month for mo.			
Homeowner's Insurance	per month for mo.		8	
Mortgage insurance	per month for mo.		5	
Mortgogamen	bet mount to:			
Property Taxes	per monarror mos			
Property Taxes	per monarior mos			
Property Taxes	per montanto.			
Property Taxes	per monuntor mon		£	
Property Taxes	per monario.			
Property Taxes Aggregate Adjustment	per monario.		ř.	
Property Taxes	per monario.			
Property Taxes Aggregate Adjustment	per monario.			
Property Taxes Aggregate Adjustment	per monario.			
Property Taxes Aggregate Adjustment	per monario.			
Property Taxes Aggregate Adjustment	per monario.			
Property Taxes Aggregate Adjustment	per monario.			
Property Taxes Aggregate Adjustment	per monario.	-		
Property Taxes Aggregate Adjustment	per monario.			
Aggregate Adjustment H. Other	per monario.			
Aggregate Adjustment H. Other	per monario.			
Aggregate Adjustment H. Other I. TOTAL OTHER COSTS (Borrower-Paid)	per monanto.	\$187.50		
Aggregate Adjustment H. Other I. TOTAL OTHER COSTS (Borrower-Paid) Other Costs Subtotals (E + F + G + H) 1. TOTAL CLOSING COSTS (Borrower-Paid)	per monario.		\$157.50	
Aggregate Adjustment H. Other I. TOTAL OTHER COSTS (Borrower-Paid) Other Costs Subtotals (E + F + G + H) 1. TOTAL CLOSING COSTS (Borrower-Paid)	per monario.	\$187.50 \$187.50	\$157.50	
Aggregate Adjustment H. Other I. TOTAL OTHER COSTS (Borrower-Paid)	per monario.		\$157.50	

Cash to Close		\$0	\$187 <i>.</i> 50		
Adjustments and Other Greats	COLUMN TO THE PARTY	50:	50	- NU	
Seller Credits		50			
Funds for Borrower			\$0	NO	
Deposit		\$0	\$0	NO	
	12 × 11	- \$G·	\$0	NO-	
Paid from your Loan Amount) Down Payment/Funds from Borrower		50	50	NO	
Closing Costs Financed		50	50	ИО	
llosing Costs Paid Before Closing		79			
otal Closing Costs (J)		50	ŚQ	NO	
		\$0	\$187,50	YES	· See Total Loan Costs (D) and Total Other Costs (I)
Calculating Cash to Close	Loan f	Stimate			nis change?

		y of your transaction. SELLER'S TRANSACTION		44 250 245 60
BORROWER'S TRANSACTION	51,250,433.19	M. Due to Seller at Closing		\$1,250,245.69
C. Due from Borrower at Closing	\$1,250,245.69	 Sale Price of Property 		\$1,250,245.69
)1 Sale Price of Property	31,230,21310	(1) Sale Price of Any Personal	Property Included in Sale	
2 Sale Price of Any Personal Property Included in Sale	\$187.50	- 4.4		
Closing Costs Paid at Closing (J)		17:53		
and the second s		0 -		
Adjustments		range (1985)		
الده		37		
16		03	r and the designment	
The soller in Advance		Adjustments for Items Paid	by Seller in Advance	
Adjustments for Items Paid by Seller in Advance		09 City/Town Taxes	to	
23 CITY/TOWITTERES		10 County Taxes	to	
CHARLY TAKES		Assessments	ţu .	
: W2262211Ictics		12		
CX		13		
· Ž		[4		
13 13		15		
vA		16		\$1,250,403.19
13 L. Paid Already by or on Behalf of Borrower at Closing	\$1,250,245.69	N. Due from Seller at Closin	19	
		o" Excess Deposit	5 au	\$157 <i>5</i> 0
· · Deposit	\$1,250,245.69	(12 Closing Costs Paid at Clos	ing (J)	412.
2 Loan Amount		33 Existing Loan(s) Assumed	or Taken Subject to	\$1,250,245.69
: Existing Loan(s) Assumed or Taken Subject to		Q4 Payoff of First Mortgage	_oan	****
04		65 Payoff of Second Mortga	ge Loan	
35 Seller Credit		ೌ ತೆ		
Other Credits		0,		
€ €		GS Seller Credit		
U.		09		
Adjustments		10		
08 05		17		
95		12		
		Adjustments for Items Un	oaid by Seller	
Adjustments for Items Unpaid by Seller		City/Town Taxes	to	
City/Town Taxes to		County Taxes	to	
County Taxes to		18 Assessments	to	
Assessments to		15		
		mg		
		*		
		CALCULATION		
CALCULATION	61 250 422 19	Total Due to Seller at Closin	g (M)	\$1,250,245.6
Total Durafton Borrower at Closing (K)	\$1,250,433.19	Total Due from Seller at Clo	sing (N)	-\$1,250,403.1
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$1,250,245.69	Cash to Close From	To Seller	\$157.5
Cash to Close From To Borrower	\$187.50	Casu to close Manage		

CLOSING DISLLOCKER

Additional Information About This Loan

Additional title				
Loan Disclosures Assumption I you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.	Escrow Account For now, your loan will have an escrow account (also called an "impound" or "trust" account) to pay the property cests listed below. Without an escrow account, you would pay them directly, possibly in one or two large			
will not allow assumption of this loan on the original terms.	payments a year. Your lender may be liable for penalties and interest for failing to make a payment.			
Demand Feature			CALL STREET, S	
Your Loan has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.	Escrow Escrowed Property Costs over Year 1	Esti	mated total amount over year 1 your escrowed property costs:	
☑ does not have a demand feature. Late Payment If your payment is more than 10 days late, your lender will charge a late fee of 5% of the regularly scheduled payment or \$30.00, whichever	Non-Escrowed Property Costs over Year 1	you	imated total amount over year 1 for ur non-escrowed properly costs:	
is less. Negative Amortization (Increase in Loan Amount)	Initial Escrow Payment	10	u may have other property costs. cushion for the escrow account you pay closing. See Section G on page 7.	
Under your loan terms, you If are scheduled to make monthly payments that do not pay all of	Monthly Escrow	Th	e amount included in your total onthly payment.	
become larger than your original loan amount. Increases in your	will not have an esc lender does not off	row accour	nt because ☐ you declined it ☒ your must directly pay your property costs is insurance. Contact your lender to	
loan amount lower the equity you may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your become larger than your original loan amount. Increases in your become larger than your original loan amount.	ask if your loan can have an escrow account.			
loan amount lower the equity you have in this property. do not have a negative amortization feature.	No Escrow Estimated Property Costs over Year 1	\$0.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.	
Partial Payments	Escrow Walver Fee			
Your lender ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan. ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan. ☑ does not accept any partial payments. If this loan is sold, your new lender may have a different policy. Security Interest You are granting a security interest in 4271 South 1300 East, Salt Lake	may change. You may you do, you must pay your property taxes, y fines and penalties or pay any of your prope your loan balance, (2)	your proper your state of (2) place a erty costs, y add an esc	and, as a result, your escrow payment cancel your escrow account, but if enty costs directly. If you fall to pay it local government may (1) impose tax lien on this property. If you fail to our lender may (1) add the amounts to row account to your loan, or (3) insurance that the lender buys on you note and provide fewer benefits than	

your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

City, UT 84124

satisfy other obligations for this loan.

You may lose this property if you do not make your payments or

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$1,478,675.43
Finance Charge. The dollar amount the loan will cost you.	\$2.28,429.74
Amount Financed . The loan amount available after paying your upfront finance charge.	\$1,250,058.19
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	3.805%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	18.256%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- * what is a default on the loan.
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

State law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information. state law does not protect you from liability for the unpaid balance.

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Informa	tion		Settlement Agent		
A Maria	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	<u> </u>
Name	Security Investment Corporation				
Address NMLS ID	See Addendum NA				· · · · · · · · · · · · · · · · ·
UT License ID					
Contact NMLS ID					
Contact UT License ID Email	-		1 10 At 21 15 0 0000	1050 8	-
Phone		<u> </u>			

Confirm Receipt		/	se you have signed or received
By signing, you are only confirming that	t you have received this form.	You do not have to accept this loan becaus	•
this form.			
	3		
- 0 0	1-/1.7		
- Vilare Chief	Date	Co-Applicant Signature	Date

PAGE 5 OF 6 - LOAN ID #

Jolene Andrews

Closing Disclosure Addendum

STATE OF THE PARTY	DOM:N	CONTRACTOR AND ADDRESS OF	ALC: UNKNOWN
Contac	ra re	APPA	- Walter to He He
HE 607 a 1 a 1 d' 5 T d		Tana dar.	

Lender

Address 2970 South Main St., Suite 250

Saletako City. UT 84115

LOAN OP LON PRESENTATION ACKNOWLEDGMENT

			14.27.7 - 44.194	Call / Göll	Account	Officer	Initials
Principal	Loan Date	Maturity	Loan No 400337-1			02	
250,245.69		06-15-2023	t t timeit the	applicability of this d	ocument to any pa	rticular loan or	· item
References in th	e boxes above are	for Lender's use of	nly and do not limit the	ted due to text langth	limitations		

Borrower:

H. Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Origination Co. NMLSR ID: NA

Application Date: 06-04-2018

I have been presented with loan options for each of the types of loans that I have expressed interest in, for which my loan originator has determined that I would likely qualify. Except as set forth below, I acknowledge I was presented with these loan options:

A loan option with the lowest interest rate;

A loan option with the lowest interest rate without negative amortization, a prepayment penalty, interest-only payments, a balloon payment in the first 7 years of the life of the loan, a demand feature, shared equity, or shared appreciation; or in the case of a reverse mortgage, a loan without a prepayment penalty, or shared equity or shared appreciation; and

The loan with the lowest total dollar amount of discount points, origination points or origination fees (or, if two or more loans have the same total dollar amount of discount points, origination points or origination fees, the loan with the lowest interest rate that has the lowest total dollar amount of discount points, arigination points or origination fearly origination points or origination fees).

I also acknowledge that I may have been presented with fewer than three loan options if the fewer than three loan options presented:

Included all of the above listed loan features; or

2. My loan originator determined in good faith that I would not likely qualify for all three loan options and presented me with the loan options for which I likely qualify.

By signing below, I acknowledge that I have been provided the above information and understand the other available options for this loan.

BORROWER:

H. Jolene Andrews

UT Z:(CFILPLI861 FC TR-790 LaserPro Ver 17 1.0 023 Copr D+H USA Corporation 1997, 2018 As Rights Reserved

Security Investment Corporation 2970 South Main St. Suite 250

Salt Lake City, UT 84115

October 9, 2019

H. Jolene Andrews 4271 S. 1300 E. Salt Lake City, UT 84124

Dear H. Jolene,

As per your request, Security Investment Corporation (Lender) has agreed to defer your monthly payment amount of \$5,834.33 for 8 months.

As consideration for this deferral, Borrower agrees to pay an Interest payment of \$12,000.00 by October 31, 2019.

Except as expressly changed in the Change in Terms Agreement dated October 9, 2019, the terms of the obligation, including all agreements evidencing or securing it, remain unchanged and in full force and effect.

If you have any questions, please contact our office.

Sincerely,

Security Investment Corporation

R. Davis

DGHANGE40 FERMS AGREEMENT Page 10 of 298 Case 2:18-cr-00365-JNP

Initials Account Call / Coll Loan No Maturity Loan Date Principal 02 10-09-2019 | 06-15-2023 400337-1 1,250,245,69 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

H. Jolene Andrews 4271 South 1300 East Salt Lake City, UT 84124 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Principal Amount: \$1,250,245.69

'ower!

Interest Rate: 3.800%

Date of Agreement: 10/9/19

FOR VALUABLE CONSIDERATION, Lender and I agree to the following change in my obligation:

DESCRIPTION OF EXISTING INDEBTEDNESS. A promissory Note dated June 7, 2018, and all other documents from H. Jolene Andrews to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the same.

DESCRIPTION OF COLLATERAL. Real property located at 4271 South 1300 East, Salt Lake City, Utah 84124 listed on a Deed of Trust dated June 7, 2018 from H. Jolene Andrews to Lender.

DESCRIPTION OF CHANGE IN TERMS. Payments are deferred for 8 months from July 15, 2018 to April 15, 2019. All other terms remain unchanged.

PROMISE TO PAY. I ("Borrower") promise to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Two Hundred Fifty Thousand Two Hundred Forty-five & 69/100 Dollars (\$1,250,245.69). together with interest on the unpaid principal balance from June 7, 2018, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.800% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 59 regular payments of \$5,834.33 each and one irrogular last payment estimated at \$1,133.791.89. My first payment is due July 15. 2018, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 15, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

REPAYMENT. I agree that all loan fees and other prepaid finance charges are carned fully as of the date of the loan and will not be refunded to upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay thout penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rether, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Security Investment Corporation, 2970 South Main St., Suite 250, Salt Lake City, UT 84115.

LATE CHARGE. If my payment is more than 10 days late, I will be charged 5.000% of the regularly scheduled payment or \$30.00, whichever

INTEREST AFTER DEFAULT. Upon maturity, whether scheduled or accelerated by Lender because of my default, the interest rate on this loan shall be increased by 2.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. I will be in default under this Agreement if any of the following happen:

Payment Default. I fail to make any payment when due under the indebtedness.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Agreement or in any agreement related to this Agreement.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guaranter, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the velidity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

TRICEN'S REFERENCE Upon cotauto Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest unmediately size is a there will pay that amount

NTTORNEYS" FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if I do not pay. I will pay Lender that mount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or It there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in dition to all other sums provided by law:

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Utah.

CHOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Agreement is secured by the following collateral described in the security instrument listed herein: a Deed of Trust dated June 7, 2018, to a trustee in favor of Lender on real property located in Salt Lake County, State of Utah.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of my interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than me, Lender, without notice to me, may deal with my successors with reference to this Agreement and the Indebtedness by way of furbearance or extension without releasing me from the obligations of this Agreement or liability under the Indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender ay delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. I and any other person who signs,

arantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon ly change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

FINAL AGREEMENT. I understand that this Agreement and the related loan documents are the final expression of the agreement between Lender and me and may not be contradicted by evidence of any alleged oral agreement.

PRIOR TO SIGNING THIS AGREEMENT, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. I AGREE TO THE TERMS OF THE AGREEMENT.

BORROWER:

plene andrews

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

ganization: Security Investment Corporation

NMLSR ID: NA

Individual to the second secon

Exhibit D

Tax Serial Number: 22-05-230-032-0000

RECORDATION REQUESTED BY:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

SEND TAX NOTICES TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 7, 2018, among H. Jolene Andrews, whose address is 4271 South 1300 East, Salt Lake City, UT 84124 ("Trustor"); Security Investment Corporation, whose address is 2970 South Main St., Suite 250, Salt Lake City, UT 84115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Carl E. Kingston, whose address is 3212 South State Street, Salt Lake City, UT 84115 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (Including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Salt Lake County, State of Utah:

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BEGINNING SOUTH 172.26 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 2, TEN ACRE PLAT A, BIG FIELD SURVEY; AND RUNNING THENCE SOUTH 114.84 FEET; THENCE EAST 220 FEET; THENCE NORTH 114.84 FEET; THENCE WEST 220 FEET TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE

COUNTY, STATE OF UTAH.

The Real Property or its address is commonly known as 4271 South 1300 East, Salt Lake City, UT 84124. The Real Property tax identification number is 22-05-230-032-0000.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This Instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about

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or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section,

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which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full Insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of

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insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

LENDER'S EXPENDITURES. If Trustor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Trustor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

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Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording,

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perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further

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assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Trustor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Break Other Promises. Trustor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Taking of the Property. Any creditor or governmental agency tries to take any of the

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Property or any other of Trustor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Trustor's accounts with Lender. However, if Trustor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Trustor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Trustor's obligations under this Deed of Trust, after Trustor's failure to do so, that decision by Lender will not affect Lender's right to declare Trustor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Salt Lake County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all

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Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor. Trustor waives all rights of exemption from execution or similar law in the Property, and Trustor agrees that the rights of Lender in the Property under this Deed of Trust are prior to Trustor's rights while this Deed of Trust remains in effect.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of

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Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Security Investment Corporation, and its successors and assigns.

Borrower. The word "Borrower" means H. Jolene Andrews and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all

(Continued)

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renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated June 7, 2018, in the original principal amount of \$1,250,245.69 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Carl E. Kingston, whose address is 3212 South State Street, Salt Lake City, UT 84115 and any substitute or successor trustees.

Trustor. The word "Trustor" means H. Jolene Andrews.

Loan No: 400	337-1	DEED OF TRUST (Continued)	Page 15
TRUSTOR AC	KNOWLEDGES HAVIN R AGREES TO ITS TER	G READ ALL THE PROVISION	NS OF THIS DEED OF TRUST
TRUSTOR:			
X All Joiene	me Andrews	2	
	INDIVIE	DUAL ACKNOWLEDGME	NT
STATE OF	(Hab		1
1000) SS
COUNTY OF	Salt lake	· · · · · · · · · · · · · · · · · · ·)
to me known	to be the individual	described in and who exec the Deed of Trust as his or rein mentioned.	appeared H. Jolene Andrews, uted the Deed of Trust, and her free and voluntary act and
Given under n	ny hand and official seg		by of Dune
	20 18	<u>_</u> .	ing at Salt lake
1/	in and for the State of	LYNN KINGSTON Notary Public - State of Utah My Commission Expires September 13, 2020 Commission #690937	ommission expires 9/13/20
Originator Nar	nes and Nationwide M	ortgage Licensing System and	Registry IDs:
Organization:	Security Investment Corporation	NMLSR ID: NA	
Individual:		NMLSR ID:	

DEED OF TRUST Page 16 (Continued) Loan No: 400337-1 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) _____, Trustee The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: Beneficiary: Date: ____ By:____ LaserPro, Ver. 17.1.0.023 Copr. D+H USA Corporation 1997, 2018. All Rights Reserved. UT Z:\CFI\LPL\G01.FC TR-790

Exhibit E

LOAN REQUEST SUMMARY

Principal Loan Date Maturity Loan No Call / Coll Account \$363,650.50 11-08-2016 11-08-2019 4095683 Call / Coll Account	ot Officer Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to a	ny particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BALLOON LOAN

(Fixed Rate)

Financed

In Cash

AMOUNT REQUESTED:

\$360,050.00

PREPAID FINANCE CHARGES:

Loan Origination Fee (%)

3,600.50

SECURITY INTEREST CHARGES:

0.00

NOTE AMOUNT:

\$363,650.50

\$0.00

PAYMENT CALCULATION:

Due Date:

Interest Method: Disbursement Date: First Payment Date: 365/365 11-09-2016 11-08-2017 11-08-2019 Annual

Payment Period: Periods to Amortize: **Total Number of Pmts:**

30 3 5.000% None

Interest Rate: Credit Insurance: Amount of Reg Pmt: Final Payment:

\$23,660.97 \$369,985.75

Payment Schedule. Borrower's payment schedule consists of the following: 2 annual consecutive payments of \$23,660.97 each, beginning November 8, 2017, with interest calculated on the unpaid principal balances at an interest rate of 5.000% per annum; and one payment of \$369,985.75 on November 8, 2019, with interest calculated on the unpaid principal balances at an interest rate of 5.000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR 5.372%

FINANCE CHARGE \$57,257.69

AMOUNT FINANCED \$360,050.00

TOTAL OF PAYMENTS \$417,307.69

COLLATERAL: Real Estate Collateral.

TRANSACTION NUMBER: 556

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.

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USINESS LOAN AGREEMEN

Principal Loan Date Maturity Loan No Call / Coll Account \$363,650.50 11-08-2016 11-08-2019 4095683 Account	Officer Initials 02
D. C	rticular loan or itam

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower: EC

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

THIS BUSINESS LOAN AGREEMENT dated November 8, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 8, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until November 8, 2019.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

Loan No: 4095683 (Continued) Page 2

the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

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Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

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DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement,

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the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any

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BUSINESS LOAN AGREEMENT (Continued)

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of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

The word "Note" means the Note dated November 8, 2016 and executed by ECO RANCHES in the principal amount of \$363,650.50, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED NOVEMBER 8, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

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A ICULTURAL LOAN AGREEN IT

	Principal Loan Date Maturity Loan No Call / Cell Account Officer Initials \$363,650,50 11-08-2016 11-08-2019 4095683 02
1	References in the hoves above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St. Suite 250

Salt Lake City, UT 84115

THIS AGRICULTURAL LOAN AGREEMENT dated November 8, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has applied to Lender for an agricultural loan as described below. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 8, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until November 8, 2019.

THE LOAN. The following terms and conditions apply to the Loan:

The Loan Commitment. On and after the date of this Agreement, or such earlier date as Lender and Borrower may agree, Lender will lend to Borrower the principal amount of \$363,650.50.

The Loan Documents. The Loan will be evidenced by a promissory note in the form of an exhibit attached to and made a part of this Agreement, or if no exhibit is attached, then in form and substance satisfactory to Lender (the "Note"), together with such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender.

Loan Disbursements. Loan disbursements will be made upon Borrower's completing and delivering to Lender for each disbursement a disbursement request on Lender's form. In no event, however, will Lender be required to make any Loan advances after November 8, 2019.

Disbursements of Proceeds. Any Loan advance made under this Agreement shall be conclusively presumed to have been made to and for the benefit of Borrower whenever the proceeds of such advance are either (1) disbursed in accordance with the terms of this Agreement, (2) disbursed in accordance with instructions from Borrower or any of Borrower's authorized employees or agents, or (3) deposited into any demand, savings, or other account maintained by Borrower with Lender.

No Renewal or Future Loan Obligation. Lender has not committed, and is not committing at this time, to finance Borrower's next year's farm loan requirements. Any such future loan or loans may be made solely at the option of Lender and on such terms and conditions as Lender may then require. Borrower understands that no prior course of dealing, no usage of trade, no oral statements or comments by Lender or its employees or other agents will be deemed to be a commitment by Lender to lend money to Borrower or to any other person, unless the same is reduced to writing and signed by an authorized representative of Lender.

SALE OF COLLATERAL AND APPLICATION OF PROCEEDS. The following terms and conditions relate to any Collateral for the Loan and the application of proceeds of Collateral:

Sale of Collateral. Borrower may sell or otherwise dispose of Collateral only if (1) Borrower delivers the proceeds to Lender, and (2) Borrower complies with the other terms of this Agreement. If Borrower wants to use proceeds for other than delivery to Lender, Borrower may not sell the Collateral without Lender's prior written consent.

Buyers, Consignees, and Other Transferees. The following provisions relate to any sale, consignment or transfer of crops, livestock, or other farm products included as all or a part of the Collateral:

- (1) To induce Lender to extend the Loan, Borrower represents, warrants and covenants to Lender that Borrower will sell, consign or transfer the Collateral only to those persons whose names and addresses have been set forth on sales schedules delivered to Lender. Each schedule shall be in such form as Lender may require, including identification of each type of Collateral. Borrower also shall notify Lender of the name and address of each additional person to whom or through whom the Collateral may be sold, consigned or transferred. All such schedules and notifications shall be in writing and shall be delivered to Lender not less than fourteen (14) days prior to any such sale, consignment or transfer of the Collateral.
- (2) Borrower acknowledges that if the Collateral is sold, consigned, or transferred to any person not listed on a schedule delivered to Lender as provided above, at least seven (7) days prior to such sale, consignment, or transfer, and if Lender has not received an accounting (including the proceeds) of such sale, consignment or transfer within ten (10) days of the sale, consignment or transfer, then UNDER FEDERAL LAW, BORROWER SHALL BE SUBJECT TO A FINE WHICH IS THE GREATER OF \$5,000 OR 15% OF THE VALUE OR BENEFIT RECEIVED FROM THE SALE, CONSIGNMENT OR TRANSFER TO AN UNLISTED BUYER, CONSIGNEE OR TRANSFEREE.

Delivery of Proceeds and Payments. Borrower will immediately deliver or otherwise make available to Lender all proceeds of any sale, consignment, lease, license, exchange or other disposition of the Collateral and all other proceeds of the Collateral, in a form acceptable to Lender. All chattel paper, contracts, warehouse receipts, documents, and other evidences of ownership or obligations relating to the Collateral, whether issued by a co-op, grain elevator, warehouse, marketing entity or bailee, and all accounts and other proceeds of the Collateral shall be immediately endorsed, assigned and delivered by Borrower to Lender, in a form acceptable to Lender, as security for the Loan. At any time before or after the occurrence of an Event of Default, Lender may collect all proceeds of the Collateral without notice to Borrower. All proceeds of the Collateral, when received by Lender, may at Lender's sole discretion be applied to the Loan. Borrower grants Lender a limited power of attorney to sign or endorse Borrower's name on all writings described in this section.

Application of Proceeds and Payments. Lender, in its sole discretion, may apply proceeds and payments of Collateral and any other payments Borrower may make on the Loan to either (1) accrued unpaid interest owing on the Note, (2) outstanding principal on the Note, or (3) any other amounts owing by Borrower to Lender in connection with the Loan.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

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Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) Effective Financing Statements as required by any applicable state central filing system giving notice of Lender's security interests to prospective purchasers of Borrower's farm products; (5) evidence of insurance as required below; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in

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writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for the purposes specified in this Agreement.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

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Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds under this Agreement or under any other agreement if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

GRICULTURAL LOAN AGREEMEI (Continued)

Loan No: 4095683 (Continued) Page 6

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Agricultural Loan Agreement, as this Agricultural Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Agricultural Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation, the loan described in the Section titled "The Loan."

Note. The word "Note" means the Note dated November 8, 2016 and executed by ECO RANCHES in the principal amount of \$363,650.50, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

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GRICULTURAL LOAN AGREEME! (Continued)

Loan No: 4095683 (Continued) Page 7

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGRICULTURAL LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS AGRICULTURAL LOAN AGREEMENT IS DATED NOVEMBER 8, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

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PROMISSORY NOTE

					-
Principal Loan Date Maturity			Account	Officer Initiale	
Principal Loan Date Iviaturity	i Loan ivo	Call / Coll	ACCOUNT	Office unuals	
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\$363,650.50 11-08-2016 11-08-2019	4095683			1 02 1	*****
\$303,030.30 11-00-2010 11-00-2013	700000				-

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Principal Amount: \$363,650.50

Interest Rate: 5.000%

Date of Note: November 8, 2016

PROMISE TO PAY. ECO RANCHES ("Borrower") promises to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Sixty-three Thousand Six Hundred Fifty & 50/100 Dollars (\$363,650.50), together with interest on the unpaid principal balance from November 9, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 regular payments of \$23,660.97 each and one irregular last payment estimated at \$369,985.75. Borrower's first payment is due November 8, 2017, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on November 8, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Security Investment Corporation, 2970 South Main St., Suite 250, Salt Lake City, UT 84115.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 2.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

PROMISSORY NOTE (Continued)

Loan No: 4095683 (Continued) Page 2

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Utah.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address:

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

LIMITED LIABILITY COM NY RESOLUTION TO BORR / GRANT COLLATERAL

Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials \$363,650.50 11-08-2016 11-08-2019 4095683 02
D. f

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Company:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250 Salt Lake City, UT 84115

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is ECO RANCHES ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _______, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MEMBER. The following named person is a member of ECO RANCHES:

NAMES

TITLES

AUTHORIZED

Shain Stoddard

and on behalf of the Company:

Member

v

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for

ACTUAL SIGNATURES

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the member may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The member named above is duly elected, appointed, or employed by or for the

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Loan No: 4095683

LIMITED LIABILITY COPANY RESOLUTION TO BORRO GRANT COLLATERAL (Continued)

Page 2

Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated November 8, 2016.

CERTIFIED TO AND ATTESTED BY:

Authorized Signer for ECO RANCHES

NOTE: If the member signing this Resolution is designated by the foregoing document as one of the members authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized member of the Company.

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AMORTIZATION SCHEDULE

Principal \$363,650,50	Loan Date 11-08-2016			Call / Coll		Officer Initials 02	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.							

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Disbursement Date: November 9, 2016

Interest Rate: 5.000

Borrower:

Repayment Schedule: Balloon Calculation Method: 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
	44.00.0047	20.000.07	10 122 71	5.528.26	358,122,24
1	11-08-2017	23,660. 97	18,132.71	-,	·
2	11-08-2018	23,660.97	17,906.11	5,754.86	352,367.38
3	11-08-2019	369,985.75	17,618.37	352,367.38	0.00
TOTALS:		417,307.69	53,657.19	363,650.50	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different

amounts.

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DISBURS MENT REQUEST AND AUTH MIZATION

Principal \$363,650.50	Loan Date 11-08-2016	Maturity 11-08-2019	Loan No 4095683	Call / Coll		Officer Initials 02		
References in the	References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.							

Borrower:

ECO RANCHES 24050 N. 6000 W.

Plymouth, UT 84330

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

LOAN TYPE. This is a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$363,650.50 due	e on November 8, 2019.
PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:	
Personal, Family, or Household Purposes or Personal Investment.	
☑ Business (Including Real Estate Investment).	
SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase land in Box Elder County.	
DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender' loan have been satisfied. Please disburse the loan proceeds of \$363,650.50 as follows:	s conditions for making the

Amount paid to others on Borrower's behalf:

\$360,050.00 to Washakie Renewable Energy, LLC

Total Financed Prepaid Finance Charges: \$3,600.50 Loan Origination Fee (%)

\$3,600.50

\$360,050.00

Note Principal:

\$363,650,50

FINAL AGREEMENT. Borrower understands that the loan documents signed in connection with this loan are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED NOVEMBER 8, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

LeserPro, Ver. 15.4.20.033 Copr. D+H USA Corporation 1997, 2016. All Righte Reserved. - UT Z:\CFI\LPL\120.FC TR-556

DTICE OF FINAL AGREEMEND

Principal \$363,650.50	Loan Date 11-08-2016		Loan No 4095683	Call / Col	I Accoun	Officer Initials 02	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.							

Borrower:

ECO RANCHES 24050 N. 6000 W.

Plymouth, UT 84330

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$363,650.50 due on November 8, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- LLC Resolution: ECO RANCHES

- Agricultural Loan Agreement

- UT Deed of Trust for Real Property located at Land in Box

Elder County, Plymouth, UT 84330

- Business Loan Agreement

- Promissory Note

- Disbursement Request and Authorization

- Notice of Final Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

ECO RANCHES

Borrower: **ECO RANCHES** Grantor(s):

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated November 8, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

BOARDING DATA SHEET

Initials Loan No. Call / Coll Account Officer Principal Loan Date Maturity 02 4095683 \$363,650.50 11-08-2016 11-08-2019 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

CUSTOMER DATA SUMMARY

ECO RANCHES

Street Address:24050 N. 6000 W.

81-3359868 Plymouth Fxt:

Limited Liability Company

Borrower

Cust #:

Primary Phone:

UT 84330

Instructions:

County: Box Elder

Phone:

Resolution: New Resolution

Member of ECO RANCHES:

Title: Member

Shain Stoddard

Street Address:1598 N. 600 W.

529-59-4495 Individual West Bountifu UT 84087 Member County: Davis Cust #: Phone:

Mailing Address: Primary Phone:

Instructions:

Birthday: 05-06-1968 County:

TRANSACTION SUMMARY

Transaction No.: 556 Product Category:

Product Description:

Purpose: Loan is not for Personal, Family, Household Purposes or Personal Investment Purposes.

Loan Policy: Commercial

Specific Loan Purpose: Purchase land in Box Elder County

CLASSIFICATION DATA

Application No: Application Date: 10-10-2016

Loan No: 4095683 Loan Date: 11-08-2016 Officer: 02 Davis, Ruth

Processor No: 02 Davis, Ruth

Collateral Code: Charge Code: Call Code: User Code 3: User Code 6:

Automatic Payments Account:

Branch: Dept:

Division: Region:

Loan Type: Loan Class: New Loan

Purpose Code: Class Code: User Code 1:

User Code 4: User Code 7: Employee Loan: No Restricted Access: No

Reg O Loan: Comments:

Portfolio Code: Host System: User Code 2: User Code 5: User Code 8:

COLLATERAL SUMMARY

SubType Type

Description

Land in Box Elder County, Plymouth, UT 84330

State

Purchase Collateral Code

Real Estate Land

UT

Money

Owner(s):

M

Value

ECO RANCHES

Street Address:24050 N. 6000 W.

81-3359868 **Plymouth**

Limited Liability Company UT 84330

County: Box Elder

Cust #: Phone:

Primary Phone:

Instructions: Ext:

Resolution: New Resolution

Member of ECO RANCHES:

Title: Member

Shain Stoddard

Street Address:1598 N. 600 W.

Mailing Address:

Primary Phone:

529-59-4495 Individual West Bountifu UT 84087 Member County: Davis Cust #: Phone:

County:

Birthday: 05-06-1968

Ext:

Instructions:

Loan No: 4095683

BOARDING DATA SHEET (Continued)

Page 2

PAYMENT DATA

BALLOON LOAN (Fixed Rate)

Financed____

In Cash

AMOUNT REQUESTED:

\$360,050.00

PREPAID FINANCE CHARGES:

Loan Origination Fee (%) SECURITY INTEREST CHARGES:

3,600.50 0.00

NOTE AMOUNT:

\$363,650.50

\$0.00

DISBURSEMENTS:

Payable: Washakie Renewable Energy, LLC

\$360,050.00

PAYMENT CALCULATION:

No. of Pmts

Amount

Due

2 \$23,660.97 1 \$369,985.75 Annual beginning 11-08-2017 Final Payment is due 11-08-2019

Disbursement Date:

11-09-2016 11-08-2019

Due Date: Periods to Amortize:

30

INTEREST RATE SELECTION:

Interest Method:

365/365

Interest Rate:

5.000

APR
A1 11
E 2720/
5.372%

FINANCE CHARGE \$57,257.69 AMOUNT FINANCED \$360,050.00 TOTAL OF PAYMENTS \$417,307.69

OFFICER COMMENTS

Primary Source of Repayment:

Rental Income

Secondary Source of Repayment:

Grade

Officer Number

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Date

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Principal Loan Date Maturity | Loan No Officer Initials Call / Coll Account 11-21-2016 11-21-2019 4395683 02 64,226.00 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular lean or item.

Any item above containing ***** has been omitted due to text length limitations.

Borrower:

ECO RANCHES

24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BALLOON LOAN

(Fixed Rate)

Financed

In Cash

AMOUNT REQUESTED:

\$162,600.00

PREPAID FINANCE CHARGES:

Loan Origination Fee (%)

1,626.00

SECURITY INTEREST CHARGES:

0.00

NOTE AMOUNT:

\$164,226.00

\$0.00

PAYMENT CALCULATION:

Interest Method:

365/365

Disbursement Date:

11-21-2016

First Payment Date: Due Date:

11-21-2017 11-21-2019

Payment Period:

Annual

Periods to Amortize: Total Number of Pmts: 30 3

Interest Rate:

5.000%

Credit Insurance:

None \$10,686.78

Amount of Reg Pmt:

Final Payment: \$167,108.83

Payment Schedule. Borrower's payment schedule consists of the following: 2 annual consecutive payments of \$10,686.78 each, beginning November 21, 2017, with interest calculated on the unpaid principal balances at an interest rate of 5,000% per annum; and one payment of \$167,108.83 on November 21, 2019, with interest calculated on the unpaid principal balances at an interest rate of 5,000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR 5.372%

FINANCE CHARGE \$25,882.39

AMOUNT FINANCED \$162,600.00

TOTAL OF PAYMENTS \$188,482.39

COLLATERAL: Real Estate Collateral.

TRANSACTION NUMBER: 591

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and

charges may be imposed.

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AMORTIZATION SCHEDUL!

Principal \$ 164,226,00.	Loan Date 11:21-2016	Maturity 11-21-2019	Loan No 4395683	Gall 7 Coll	Account	Officer 02	initials
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Borrower:

ECO HANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender

Security Investment Corporation

2970 South Main St.

Suite 250 Salt Lake City, UT 84115

Disbursement Date: November 21, 2016

Interest Rate: 5.000

Repayment Schedule: Balloon

Calculation Method: 365/365 U.S. Rule

Payment	Payment	Payment	Interest	Principal	Remaining
Number	Date	Amount	Pald	Paid	Balance
1	11-21-2017	10,686.78	8,211,30	2,475.48	161,750.52
2	11-21-2018	10,686.78	8,087,53	2,599.25	159,161.27
3	11-21-2019	167,108.83	7,957,56	159,151.27	0.00
TOTALS:		188,482.39	24,256.39	164,226.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different

amounts.

LIMITED LIABILITY COM .NY RESOLUTION TO BORR V / GRANT COLLATERAL

Principal \$164.226.00	Loan Date 11-21-2016	Maturity 11-21-2019	Loan No 4395683	Call / Coll	Account	Officer 02	
References in 1	ig bosis above iro			and manifest of this	document to any pa h limitations	rte ofar war re	Han

Company:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lendar:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is ECO RANCHES ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains on office at 24050 N. 6000 W., Plymouth, UT 84330. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on ______, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MEMBER. The following named person is a member of ECO RANCHES:

NAMES

TITLES

AUTHORIZED

ACTUAL SIGNATURES

Shain Stoddard

Member

. ^ ____

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in fleu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, piedge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender dil drafts, trade acceptances, promissory notes, or other evidences of Indebtadness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as ne or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the member may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above for such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Members of the Company; (D) change in the authorized signar(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or o'll change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The member named above is duly elected, appointed, or employed by or for the

LIMITED LIABILITY C

PANY RESOLUTION TO BORRO'

GRANT COLLATERAL

Page 2

Loan No: 4395683

(Continued)

Company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever,

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lander at Lender's address shown above for such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated November 21, 2016.

CERTIFIED TO AND ATTESTED BY:

Authorized Signer for ECO RANCHES

NOTE: If the marrier signing this Resolution is designated by the foregoing document as one of the mambers authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized member of the Company

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Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials
164,226.00 11-21-2016 11-21-2019 4395683

References in the boxes above are for Lender's use only end do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

THIS BUSINESS LOAN AGREEMENT dated November 21, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 21, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security Interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance setisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

Page 2 (Continued) Loan No: 4395683

the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnity, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

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Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Colleteral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the belance of the Note and be a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a patition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seaks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lander.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes

BUSINESS LOAN AGREEMENT

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false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monles or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lander under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees: Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation Interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mall postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep

BUSINESS LOAN AGREEMENT

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Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated November 21, 2016 and executed by ECO RANCHES in the principal amount of \$164,226.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the

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BUSINESS LOAN AGREEMENT

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note or credit agreement.

BORROWER:

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED NOVEMBER 21, 2016.

ECO RANCHES Shain Stoddard, Member of ECO RANCHES LENDER: SECURITY INVESTMENT CORPORATION **Authorized Signer**

Concepts, Ver. 15 4.20,033 Cost, D.+HUSA Corporation 1597, 2016, Az Righte Reserved. - UT 2:4CFHLPLIS-0.FC TR-591

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A RICULTURAL LOAN AGREEN VY

Initials Officer Account Gall / Coll Loan No Maturity Loan Date Principal 02 439568. 11-21-2019 11-21-2016 \$164,226.00 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. " has been omitted due to text length limitations Any item above containing

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

THIS AGRICULTURAL LOAN AGREEMENT dated November 21, 2016, is made and executed between ECO BANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has applied to Lender for an agricultural loan as described below. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 21, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

THE LOAN. The following terms and conditions apply to the Loan;

The Loan Commitment. On and after the date of this Agreement, or such earlier date as Lender and Borrower may agree, Lender, at its option and in its sole discretion, may lend to Borrower the principal amount of \$164,226.00.

The Loan Documents. The Loan will be evidenced by a promissory note in the form of an exhibit attached to and made a part of this Agreement, or if no exhibit is attached, then in form and substance satisfactory to Lender (the "Note"), together with such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender.

Loan Disbursements. Loan disbursements will be made upon Borrower's completing and delivering to Lender for each disbursement a disbursement request on Lender's form. In no event, however, will Lender be required to make any Loan advances after such time as the parties may agree in writing to terminate this Agreement.

Disbursements of Proceeds. Any Loan advance made under this Agreement shall be conclusively presumed to have been made to and for the benefit of Borrower whenever the proceeds of such advance are either (1) disbursed in accordance with the terms of this Agreement, (2) disbursed in accordance with instructions from Borrower or any of Borrower's authorized employees or agents, or (3) deposited into any demand, savings, or other account maintained by Borrower with Lender.

No Renewal or Future Loan Obligation. Lender has not committed, and is not committing at this time, to finance Borrower's next year's farm loan requirements. Any such future loan or loans may be made solely at the option of Lender and on such terms and conditions as Lender may then require. Borrower understands that no prior course of dealing, no usage of trade, no oral statements or comments by Lender or its employees or other agents will be deemed to be a commitment by Lender to lend money to Borrower or to any other person, unless the same is reduced to writing and signed by an authorized representative of Lender.

SALE OF COLLATERAL AND APPLICATION OF PROCEEDS. The following terms and conditions relate to any Collateral for the Loan and the application of proceeds of Collateral:

Sale of Collateral. Borrower may sell or otherwise dispose of Collateral only if (1) Borrower delivers the proceeds to Lender, and (2) Borrower complies with the other terms of this Agreement. If Borrower wants to use proceeds for other than delivery to Lender, Borrower may not sell the Collateral without Lender's prior written consent.

Buyers, Consigness, and Other Transferess. The following provisions relate to any sale, consignment or transfer of crops, livestock, or other farm products included as all or a part of the Collateral:

- (1) To induce Lender to extend the Loan, Borrower represents, warrants and covenants to Lender that Borrower will sell, consign or transfer the Collateral only to those persons whose names and addresses have been set forth on sales schedules delivered to Lender. Each schedule shall be in such form as Lender may require, including identification of each type of Collateral. Borrower also shall notify Lender of the name and address of each additional person to whom or through whom the Collateral may be sold, consigned or transferred. All such schedules and notifications shall be in writing and shall be delivered to Lender not less than fourteen [14] days prior to any such sale, consignment or transfer of the Collateral.
- (2) Borrower acknowledges that if the Collateral is sold, consigned, or transferred to any person not listed on a schedule delivered to Lender as provided above, at least seven (7) days prior to such sale, consignment, or transfer, and if Lender has not received an accounting (including the proceeds) of such sale, consignment or transfer within ten (10) days of the sale, consignment or transfer, then UNDER FEDERAL LAW, BORROWER SHALL BE SUBJECT TO A FINE WHICH IS THE GREATER OF \$5,000 OR 15% OF THE VALUE OR BENEFIT RECEIVED FROM THE SALE, CONSIGNMENT OR TRANSFER TO AN UNLISTED BUYER, CONSIGNEE OR TRANSFERE.

Delivery of Proceeds and Payments. Borrower will immediately deliver or otherwise make available to Lender all proceeds of any sale, consignment, lease, license, exchange or other disposition of the Collateral and all other proceeds of the Collateral, in a form acceptable to Lender. All chartel paper, contracts, warehouse receipts, documents, and other evidences of ownership or obligations relating to the Collateral, whether issued by a co-op, grain elevator, warehouse, marketing entity or tailer, and of accounts and other proceeds of the Collateral shall be immediately endorsed, assigned and delivered by Borrower to Londer, in a form acceptable to Lender, as sacrony for ma Loan. At any time before or after the occurrence of an Event of Default, bender may collect all proceeds of the Collateral without makes to Borrower. All proceeds of the Collateral, when received by Lender, may at Linder's sole discretion be applied to the Loan. Borrower grants Lender a limited power of attorney to sign or endorse Borrower's name on all writings described in this section.

Application of Proceeds and Payments. Lender, in its sole discretion, may apply proceeds and payments of Collateral and any other payments Borrower may make on the Loan to either (1) accrued unpaid interest owing on the Note, (2) outstanding principal on the Note, or (3) any other amounts owing by Borrower to Lender in connection with the Loan.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's poligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

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Loan Documents. Berrower shall provide to Lender the following documents for the Loan: (1) the Note: (2) Security Agreements granting to Lender security interests in the Collateral: (3) (inancing statements and all other documents perfecting Lender's Security Interests: (4) Effective Financing Statements as required by any applicable state central filing system giving notice of Lender's security interests to prospective purchasers of Sorrower's larm products: (5) evidence of insurance as required below: (6) together with all such Related Documents as Lender may sequire for the Loan, all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Feas and Expenses. Borrower shall have paid to Lander all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lander, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of environmental, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is duing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 54330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lendor prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Barrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Colleteral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Colleteral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other nosts under any such laws, and (2) agrees to indemnify, defend, and hold narmless Lander against any and all claims, losses, liabilities, damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is periding or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in

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writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tex returns and reports that are or were required to be filled, have been filled, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and fer which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing. Borrower has not entered into or granted any Security Agreements, or permitted the filling or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in apportance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in Tavor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. To connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy: (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender thowever not more often than annually). Borrower will have an independent appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for the purposes specified in this Agreement.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and ilens, of every kind and nature, imposed upon Borrower or its proporties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested a good taith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinarces, and regulations, now or harvatler in effect, of all governmental authorities applicable to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lander's interests in the Collateral are not Jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Inspection Partial employees or Agents of Locks at any constant time to impact my and all Collaboral for the Loan or Loans and Borrower's other properties and to examine or under Borrower's backs, accounts, and records and to make copies and memoranda of Borrower's backs, accounts, and records. If Borrower now are at my time hereafter maintains any records fincluding without limitation computer generated records and accounts accounts and accounts and accounts accounts and accounts accounts and accounts and accounts and accounts accounts accounts accounts and accounts accounts accounts and accounts accounts accounts accounts acco

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental

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authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, licn, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially effect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate; including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by bottoms. All south expenses with a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds under this Agreement or under any other agreement if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness Immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies

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provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lander's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Agricultural Loan Agreement, as this Agricultural Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Agricultural Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hezardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation, the loan described in the Section titled "The Loan."

The word "Note" means the Note dated November 21, 2016 and executed by ECO RANCHES in the principal amount of \$164,226.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of colleteral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, sacurity deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGRICULTURAL LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS AGRICULTURAL LOAN AGREEMENT IS DATED NOVEMBER 21, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35638 Page 99 of 298

GRICULTURAL LOAN AGREEME (Continued)

Page 7 Loan No: 4395683

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

Largerio, Ver. 15.4,23,033 Copt. D + H USA Corporation 1997. 2010, All Rights Reserved. - UT 2:\CFR4PLIC42.FC TR-591

Initials Officer Account Loan No Call / Coll Maturity Loan Date Principal 02 4395683 11-21-2019 11-21-2016 164,226.00 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "**** has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St. Suite 250

Salt Lake City, UT 84115

Principal Amount: \$164,226.00

Interest Rate: 5.000%

Date of Note: November 21, 2016

PROMISE TO PAY. ECO RANCHES ("Borrower") promises to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Sixty-four Thousand Two Hundred Twenty-six & 00/100 Dollars (\$164,226.00), together with interest on the unpaid principal balance from November 21, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 regular payments of \$10,686.78 each and one irregular last payment estimated at \$167,108.83. Borrower's first payment is due November 21, 2017, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on November 21, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Security Investment Corporation, 2970 South Main St., Suite 250, Salt Lake City, UT 84115.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 2,000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lander's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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PROMISSORY NOTE (Continued)

Page 2 Loan No: 4395683

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Utah.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address:

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

ECO RANCHES

Shain Stordard: Member of ECO RANCHES

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35641 Page 102 of 298

DISBUR: MENT REQUEST AND AUTH RIZATION

	100 1 100 100	90.4.81								
Principal \$164,226.00	Loan Date 11-21-2016	Mattrity 11 21-2019	Loan No 4395683	Call / Coll	Account	Officer 02	Initials			
Beternoes o	the boxes above are	int banders der in Luiter ern setstation	ly and derive ment the	e applicability of this street and to text length	icoment to any part : input posts	colar lonn is	L 15841)			
24	O RANCHES 050 N. 6000 W. mouth, UT 84330	a angvir - in menin	rder: Security 2970 Soc Suite 250	Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115						
LOAN TYPE. Th	is is a Fixed Rate (5.0	000%) Nondisclosa	ble Loan to a Limited	Liability Company for	\$164,226.00 due or	November	21, 2019.			
PRIMARY PURPO	SE OF LOAN. The	orlmary purpose of	this loan is for:							
☐ Pe	rsonal, Family, or Ho	usehold Purposes o	ır Personal İn ves tmen	*						
X Bu	siness (Including Rea	il Estate Investment	t).							
energies allega	SE The experific nu	rnove of this loan is	: purchase land in B	ox Elder County,						
DICPLIDGEMENT	INSTRUCTIONS B	orrower understand	is that no loan proced leds of \$164,226.00	eds will be disbursed	until all of Lender's c	onditions fo	r making the			
	Amount paid \$162,600	I to others on Borro 0.00 to WRE REAL	wer's behalf: ESTATE HOLDINGS,	\$162,6	00.00					
	Total Financ \$1,626.0	ed Prepaid Finance 00 Loan Origination	Charges: Fee (%)	\$1.6	26.00					
	Note Princip	al:		\$164,2	26.00					
FINAL AGREEM	ENT Parrature into	largeonric that the	loan documents sig	ned in connection w dence of any alleged	ith this loan are the oral agreement.	final expre	sslon of the			
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BORROWER:										
eco ranches	12									
Shain Stodd	ard; Member of ECO	RANCHES								

OTICE OF FINAL AGREEME!

Principal	Loan Date	Maturity 11-21-2019	Loan No 4395683	Call / Coll	Account	Officer 02	Initials
\$164,226.00 References in the	Langue Alema Me	for Landar Cospers	ly in the not hunt its	L	document to any pa	rticular toan o	r dom.

Borrowert

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation 2970 South Main St.

Suite 250

- Business Loan Agreement

- Disbursement Request and Authorization

- Promissory Note

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN (B) THERE ARE NO AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$164,226.00 due on November 21, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- LLC Resolution: ECO RANCHES
- Agricultural Loan Agreement
- UT Deed of Trust for Real Property located at Land in ,
- Plymouth, UT 8484330

- Notice of Final Agreement Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Grantor(s):

ECO RANCHES ECO RANCHES

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated November 21, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Wember of ECD HANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

OTICE OF FINAL AGREEME!

Principal	Loan Date	Materity 11-21-2019	Loan No 4395683	Call / Goll	Account Officer Initials 02
64,226.00	11-21-2016	11-21-2019	4395683	English States of the states	document to any particular loan or stear.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Francisco :

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$164,226.00 due on November 21, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- LLC Resolution: ECO RANCHES

- Agricultural Loan Agreement

- UT Deed of Trust for Real Property located at Land in , Plymouth, UT 8484330

- Promissory Note - Disbursement Request and Authorization

- Notice of Final Agreement

Business Loan Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower:

ECO RANCHES

Grantor(s):

ECO RANCHES

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated November 21, 2016.

BORROWER:

ECO RANCHES

Shain Stocklard, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

BOARDING DATA SHEET

Principal \$164,226,00	Loan Date	Maturity 11-21-2019	Loan No 4395683	Gall / Goll	Account	Officer 02	Initial
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Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Landar.

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

CUSTOMER DATA SUMMARY

ECO RANCHES

Street Address:24050 N. 6000 W.

Primary Phone:

81-3359868 Plymouth Ext.

Limited Liability Company UT 84330

Borrower County: Box Elder

Cust #: Phone:

Resolution: New Resolution

Member of ECO RANCHES:

Shain Stoddard

Street Address:1598 N. 600 W.

Mailing Address: Primary Phone:

529-59-4495 Individual West Bountifu UT 84087 Member County: Davis County:

Cust #:

Title: Member

Phone: Birthday: 05-06-1968

Instructions:

Instructions:

TRANSACTION SUMMARY

Transaction No.: 591 Product Category:

Loan Policy: Commercial

Purpose: Loan is not for Personal, Family, Household Purposes or Personal Investment Purposes,

Specific Loan Purpose: purchase land in Box Elder County

CLASSIFICATION DATA

Application No: oplication Date: 10-12-2016 oan No: 4395683 Loan Date: 11-21-2016 Officer: 02 Davis, Ruth

Processor No: 02 Davis, Ruth

Collateral Code: Charge Code: Call Code: User Code 3: User Code 6:

Automatic Payments Account:

Branch: Depti Division: Region: Loan Type:

Loan Class: New Loan

Purpose Code: Class Code: User Code 1: User Code 4: User Code 7:

Employee Loan: No Restricted Access: No

Reg O Loan: Comments:

Portfolio Code: Host System: User Code 2: User Code 5: User Code 8:

COLLATERAL SUMMARY

SubType Real Estate Land

Description

Instructions:

Value.

Collateral Purchase Money

Code

Owner(s):

Land in , Plymouth, UT 8484330

N

ECO RANCHES Street Address:24050 N. 6000 W.

Primary Phone:

81-3359868 Plymouth Ext:

Est.

Limited Liability Company UT 84330

County: Box Elder

UT

Cust ## Phone:

Resolution: New Resolution

Member of ECO RANCHES:

Shain Stoddard

Street Address:1598 N. 600 W.

Mailing Address: Primary Phone:

529-59-4495 Individual

West Bountifu UT 84087

Instructions

Member County: Davis County:

Title: Member

Cust # Mhene:

Birthday: 05-06-1968

BOARDING DATA SHEET (Continued)

Loan No: 4395683

PAYMENT DATA

BALLOON LOAN

(Fixed Rate)

0.00

In Cash

AMOUNT REQUESTED:

Financed \$162,600.00

PREPAID FINANCE CHARGES:

1,626.00 Loan Origination Fee (%) SECURITY INTEREST CHARGES: \$164,226.00

\$0.00

NOTE AMOUNT:

DISBURSEMENTS: Payable:

WRE REAL ESTATE HOLDINGS, LLC

\$162,600.00

PAYMENT CALCULATION:

No. of Pmts Amount \$10,686.78 2 \$167,108.83 1

Due Annual beginning 11-21-2017 Final Payment is due 11-21-2019

Disbursement Date: Due Date:

11-21-2016 11-21-2019

Periods to Amortize:

30

INTEREST RATE SELECTION:

Interest Method:

365/365

Interest Rate:

5.000

APR 5.372%

FINANCE CHARGE \$25,882.39

AMOUNT FINANCED \$162,600.00

TOTAL OF PAYMENTS \$188,482.39

Page 2

OFFICER COMMENTS

Primary Source of Repayment:

Rental Income

Secondary Source of Repayment:

Grado

Date

THE SECURITY OF THE PROPERTY O

Officer Number

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35646 Page 107 of 298 LOAN REQUEST SUMMARY

775.00	Loan Date 09-14-2016		Loan No 62-4000683	Call / Coll	Account	Officer 02	Initials
	boxes above are	for Lander's use or	nly and do not limit the			rticular loan cr	item

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BALLOON LOAN

(Fixed Rate)

Financed

In Cash

AMOUNT REQUESTED:

\$426,500,00

PREPAID FINANCE CHARGES:

Loan Origination Fee

4,275.00

SECURITY INTEREST CHARGES:

0.00

NOTE AMOUNT:

\$430,775.00

\$0.00

PAYMENT CALCULATION:

365/365 Interest Method: Disbursement Date: 09-14-2016 10-14-2017 First Payment Date: Due Date: 10-14-2019 Payment Period: Annual Periods to Amortize: 30 Total Number of Pmts: 5.000%

Interest Rate: Credit Insurance: Amount of Reg Pmt: Final Payment:

None \$28,141.81 \$440,052.43

Payment Schedule. Borrower's payment schedule consists of the following: 2 annual consecutive payments of \$28,141.81 each, beginning October 14, 2017, with interest calculated on the unpaid principal balances at an interest rate of 5.000% per annum; and one payment of \$440,052.43 on October 14, 2019, with interest calculated on the unpaid principal balances at an interest rate of 5.000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
5.354%	\$69,836.05	\$426,500.00	\$496,336.05
Administration of the section of the	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	the same of the sa	Annual Control of the

LAMPS ON THE COS. CO. ON MEADURE OF MAY DIS COMPANION OF EXPLICATION PARK

COLLATERAL: Real Estate Collateral. TRANSACTION NUMBER: 554

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lander in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.

USINESS LOAN AGREEMEN

Initials Officer Account Call / Coll Loan No 02 Maturity arences in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations. Loan Date

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

THIS BUSINESS LOAN AGREEMENT dated September 14, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has received prior commercial loans from Lender") on the following terms and conditions. investment Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or applied to Lender a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or exheulted to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending schedule attached to this Agreement. Borrower understands and agreements as set forth in this Agreement: (B) the granting, renewing, or extending upon Borrower's representations, warranties, and agreements as set forth in this Agreement: (B) the granting, renewing, or extending upon Borrower's representations, warranties, and agreements as set forth in this Agreement: (B) the granting renewing or extending upon Borrower's representations, warranties, and agreements as set forth in this Agreement: (B) the granting renewing or extending upon Borrower's representations, warranties, and agreements as set forth in this Agreement. (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be affective as of September 14, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and

charges, or until such time as the parties may agree in writing to terminate this Agreement. CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements Loan Documents. Borrower shall provide to Lenger the following documents for the Loan; (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; (5) together with all such Related Documents as Lender may require for the Loan; (6) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; (6) evidence of insurance as required below; (6) together with all such Related Documents as Lender may require for the Loan; (7) evidence of insurance as required below; (8) together with all such Related Documents as Lender may require for the Loan; (8) evidence of insurance as required below; (9) together with all such Related Documents as Lender may require for the Loan; (9) evidence of insurance as required below; (9) together with all such Related Documents as Lender may require for the Loan; (1) evidence of insurance as required below; (1) evidence of insurance as required below; (1) evidence of insurance as required below; (2) evidence of insurance as required below; (3) evidence of insurance as required below; (4) evidence of insurance as required below; (5) together with all such Related Documents as the contract of t Documents.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided

such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require. Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any

document or certificate delivered to Lender under this Agreement are true and correct. No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary fillings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the fallure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower authority to own its properties and to transact the business in which it is presently angaged of presently proposes to angage. Solid and the principal office maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under [1] any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

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a period of Borrower's ownership of the Colleteral, there has been no use, generation, manufacture, storage, treatment, disposal, release threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no owledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable faderal, state; and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and construed to create any responsibility or machine on the part of Lender to Bottower of the any other possession was and Hazardous was and Hazardous was contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous was contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and walves any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender any such laws, and (3) agrees to indemnify and later the such laws. against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer eguinat any and an claims, losses, maunities, delineses, penalties, and expenses trind, barrier manufacture, storage, disposal, resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or settisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lendar's Security Interests and

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective rights in and to such Collateral.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation; claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, In form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not property values are the policy). more often than annually). Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lander immediately in writing of any default in connection with any agreement.

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serations. Maintain executive and management personnel with substantially the same qualifications and experience as the present cutive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its siness affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

1 FOOR'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Colleteral or if ver fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to arge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on ver's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or g all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be approximately approximate or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advences or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lander.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

NULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes

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se or misleading at any time thereafter.

th or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from grower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monles or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lendar's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing nd signed by the party or parties sought to be charged or bound by the alteration or amendment.

ttorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable torneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawfult, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A walver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a valver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep

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der informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one ower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

verability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

greement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified om time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

arrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any if the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated September 14, 2016 and executed by ECO RANCHES in the principal amount of \$430,775.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the

Loan No: 62-4000683

Page 6

te or credit agreement.

'ated Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental reements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 14, 2016.

BORROWER:

ECO RANCHES

Isaac Martin, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

orized Signer

Lenether, Ver., 15.4-20.033 Copt. D+H USA Corporation 1997, 2016. All Rights Reserved. - UT Z:VCHILPs:C40.FC TR-554

PROMISSORY NOTE

icipal Loan Date Maturity Loan No.	Call / Coll Account Officer Initials 02
775.00 09-14-2016 10-14-2019 62-4000683 rences in the boxes above are for Lender's use only and do not limit the Any item above containing """ has been omit	a applicability of this document to any particular loan or item. tted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250 Salt Lake City, UT 84115

Interest Rate: 5.000%

Date of Note: September 14, 2016

Principal Amount: \$430,775.00 PROMISE TO PAY. ECO RANCHES ("Borrower") promises to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Thirty Thousand Seven Hundred Seventy-five & 00/100 Dollars (\$430,775.00), together with interest on the unpaid principal balance from September 14, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5,000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 regular payments of \$28,141.81 each and one irregular last payment estimated at \$440,052.43. Borrower's first payment is due October 14, 2017, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on October 14, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal belance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without one marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without any of Lender's rights under this Note; and Borrower will remain obligated to pay any further amount owed to Lender. All written appropriate disputed amounts including any objections concerning disputed amounts. munications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes ent in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be

led or delivered to: Security Investment Corporation, 2970 South Main St., Suite 250, Salt Lake City, UT 84115. LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 2.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower falls to make any payment when due under this Note.

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monles or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

NDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest mediately due, and then Borrower will pay that amount.

.FTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses. whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

PROMISSORY NOTE (Continued)

Loan No: 62-4000683

Page 2

√ERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of tate of Utah without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Utah.

CE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(les) should be sent to Lender at the following address:

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fall to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

RANCHES

Isaac Martin, Member of ECO RANCHES

LeserPro, Ver. 15.4.20.033 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved . UT Z4CFRLPL\D26.FC TR-554

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35655 Page 116 of 298 AMORTIZATION SCHEDULE

	cipal	Loan Date	Maturity	Loan No 62-4000683	Call / Coll	Account	Officer 02	Initials
)	775.00	09-14-2016		and the track that	applicability of this	document to any pa	micular loan o	r item.
nen nen	rences in th	se boxes above are Any ital	n above containing	nly and do not limit to	ited due to text lengt	n limitations.		

Borrower:

ECO RANCHES

Disbursement Date: September 14, 2016

24050 N. 6000 W.

Plymouth, UT 84330

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Repayment Schedule: Balloon

Calculation Method: 365/365 U.S. Rule

Dispulsement	000				
Interest Rate: 5. Payment	Payment	Payment	Interest	Principal	Remaining
	Date	Amount	Paid	Paid	Balance
Number	10-14-2017	28,141.81	23,309.06	4,832.75	425,942.25
1	10-14-2018	28,141.81	21,297.11	6,844.70	419,097.55
2	10-14-2019	440,052.43	20,954.88	419,097.55	0.00
3	10-14-2010	496,336.05	65,561.05	430,775.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different

amounts.

Exertify, Ast, 18.4.12.013. The Control of Mary 1914. As Rights Parameter UI

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35656 Page 117 of 298 AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity 10-14-2019	Loan No 62-4000683	Call / Coll	Account	Officer 02	Initial
.775.00 neierances in th			nly and do not limit the has been omit	applicability of this red due to text lung	document to any protein the limitations		

Borrower:

ECO RANCHES

24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Disbursement Date: September 14, 2016

Repayment Schedule: Balloon

Calculation Method: 365/365 U.S. Rule

Interest Rate: 5.	.000			Principal	Remaining
Payment	Payment	Payment Amount	Interest Paid	Paid	Balance
Number	Date —		-1.000.00	4.832.75	425,942.25
1	10-14-2017	28,141.81 28,141.81	23,309.06 21,297.11	6,844.70 419,097.55	419,097.55 0.00
2	10-14-2018 10-14-2019	440,052.43	20,954.88	419,037.55	
		496,336.05	65,561.05	430,775.00	
TOTALS:		436,330.00			forent dates or in differen

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different

amounts.

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35657 Page 118 of 298 BOARDING DATA SHEET

incipa	1	Loan Date	Maturity	Loan No	Call	/ Coll	Account	Officer 02	initials
3,775 Reference	.00 es un tri	09-14-2016 e boxes above are Any ite	10-14-2019 for Lender's use of m above containing	62-4000683 nly and do not lim has been	the same of the sa	oueb sith to villic mil dignet txet o	umant to any ci attations	encular load or	(63)
orrower:	240	RANCHES 50 N. 6000 W. 10uth, UT 84330			Lender	Security lave 2970 South	stment corpore		ž

CUSTOMER DATA SUMMARY

ECO RANCHES

Street Address:24050 N. 6000 W.

Primary Phone:

81-3359868 Plymouth Ext:

Limited Liability Company UT 84330

Instructions:

Member

County: Box Elder

County: Sox Elder

Cust #1 Phone:

Resolution:

Member of ECO RANCHES:

saac Martin

Street Address:24050 N. 6000 W. Primary Phone:

Plymouth Ext

Individual UT 84330

instructions:

Title: Member

Cust # Phone:

TRANSACTION SUMMARY

Transaction No.: 554 Product Category: Loan Policy: Commercial Purpose: Loan is not for Personal, Family, Household Purposes or Personal Investment Purposes.

Specific Loan Purpose: Purchase Property in Box Elder County

CLASSIFICATION DATA

Application No: Application Date: 07-29-2016 Loan No: 62-4000683 Date: 09-14-2016 r:02 Davis, Ruth

Juessor No: 02 Davis, Ruth

Collateral Code: Charge Code: Call Code: User Code 3: User Code 6:

Automatic Payments Account:

Branch: Dept: Division: Region: Loan Type:

Loan Class; New Loan

Purpose Code: Class Code:

User Code 1: User Code 4: User Code 7: Employee Loan: No Restricted Access: No

Reg O Loan: Comments:

Portfolio Code Host System: User Code 2: User Code 5: User Code 8:

COLLATERAL SUMMARY

Land in Box Elder County, Plymouth, UT 84330 Description SubType

Real Estate Land Owner(s):

ECO RANCHES Street Address:24050 N. 6000 W. Primary Phone:

Plymouth Ext:

Limited Liability Company

81-3359868 UT 84330

Instructions:

County: Box Elder

Cust # Phone: Collateral

COST

Purchase

Money

Resolution:

Member of ECO RANCHES:

saac Martin Street Address:24050 N. 6000 W. Primary Phone:

Plymouth Fxt:

Individual UT 84330

Instructions:

Title: Member

Cust #1 Member Phone: County: Box Elder

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BOARDING DATA SHEET

Page 2 (Continued) Loan No: 62-4000683

AYMENT DATA

BALLOON LOAN (Fixed Rate)

Financed

in Cash

AMOUNT REQUESTED:

PREPAID FINANCE CHARGES: Loan Origination Fee

4,275.00 0.00 \$430,775.00

\$426,500.00

\$0.00

SECURITY INTEREST CHARGES NOTE AMOUNT:

Payable:

DISBURSEMENTS: WRE REAL ESTATE HOLDINGS, LLC

\$426,500.00

PAYMENT CALCULATION:

Amount No. of Pmts \$28,141.81 \$440,052.43 Due Annual beginning 10-14-2017 Final Payment is due 10-14-2019

Disbursement Date: Due Date:

09-14-2016 10-14-2019

30

Periods to Amortize:

INTEREST RATE SELECTION: Interest Method:

365/365

Interest Rate:

5.000

APR 5.354%

FINANCE CHARGE \$69,836.05

AMOUNT FINANCED \$426,500.00

TOTAL OF PAYMENTS \$496,336.05

OFFICER COMMENTS

Primary Source of Repayment:

Rental Income

Secondary Source of Repayment:

Grade

Date

Complex on 15 429 025 Copy Dark IRR Corporate 1955 1 2 April Branch 19 2559 Activities of 1959

Officer Number

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35659 Page 120 of 298

JENT REQUEST AND AUTH IZATION DISBURS

~incipal	Loan Date 09-14-2016	Maturity	Loan No 62-4000683	Call / Coll	Account	Officer 02	4 W/5
neferences in th			nly and do not limit the	applicability of this ed due to text lengt	document to any pa h limitations	ii kii Gulaa ii Gaii . G	

Borrower:

ECO RANCHES

24050 N. 6000 W.

Plymouth, UT 84330

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

LOAN TYPE. This is a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$430,775.00 due on October 14, 2019, PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for: Personal, Family, or Household Purposes or Personal Investment. X Business (Including Real Estate Investment). SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase Property in Box Elder County.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$430,775.00 as follows: \$426,500.00

Amount paid to others on Borrower's behalf: \$426,500.00 to WRE REAL ESTATE HOLDINGS, LLC

Total Financed Prepaid Finance Charges:

\$4,275.00

\$4,275.00 Loan Origination Fee

\$430,775.00

FINAL AGREEMENT. Borrower understands that the loan documents signed in connection with this loan are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

'ANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE RMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S ANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 14, 2016.

BORROWER:

ECO RANCHES

Isaac Martin, Member of ECO RANCHES

Leav-Pre, Vat. 15 & 20.033 Copr. D+H USA Corporation 1997, 2016 All Rights Reserved UF Z:\CF\UPE\U20.FC TR-554

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35660 Page 121 of 298

TICE OF FINAL AGREEMEN

Principal	Loan Date	Maturity	Loan No 62-4000683	Call / Coll	Account	Officer 02	Initials
\$430,775.00	09-14-2016	10-14-2019	62-4000683 nly and do not limit the has been omit	applicability of this	document to any po	rticular loan o	r item:

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Business Loan Agreement
- UT Deed of Trust for Real Property located at Land in Box
- Promissory Note
- Disbursement Request and Authorization
- Notice of Final Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower:

ECO RANCHES

Grantor(s):

ECO RANCHES

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated September 14, 2016.

BORROWER:
By: JACE TEO BANCHES
By: Isaac Martin, Member of ECO RANCHES LENDER:
SECURITY INVESTMENT CORPORATION
XAuthorized Signer

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35661 Page 122 of 298

OTICE OF FINAL AGREEMEN

Principal	Loan Date 09-14-2016	Maturity 10-14-2019	Loan No 62-4000683	Call / Coll	Account	Officer 02	Initials
30,775.00	09-14-2016	10-14-2019	62-4000683 By and do not limit the	annlicability of this	document to any par		item

Borrower:

ECO RANCHES

24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$430,775.00 due on October 14, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Business Loan Agreement

- UT Deed of Trust for Real Property located at Land in Box

- Promissory Note
- Disbursement Request and Authorization
- Notice of Final Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Grantor(s): ECO RANCHES

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated September 14, 2016.

BORROWER:

ECO RANCHES

By:
Iseac Martin, Member of ECO RANCHES

LENDER:

SECURITY INVESTMENT CORPORATION

X
Authorized Signer

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35662 Page 123 of 298 LOAN REQUEST SUMMARY

Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials 93,031.30 11-17-2016 11-17-2019 4295683 02
eferences in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

In Cash

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BALLOON LOAN

(Fixed Rate)

Financed

AMOUNT REQUESTED:

\$290,130.00

PREPAID FINANCE CHARGES:

Loan Origination Fee (%)

2,901.30

SECURITY INTEREST CHARGES:

0.00

NOTE AMOUNT:

\$293,031.30

\$0.00

PAYMENT CALCULATION:

Interest Method:

365/365

Disbursement Date: First Payment Date: 11-18-2016 11-17-2017 11-17-2019

Due Date: **Payment Period:**

Annual 30

Periods to Amortize: **Total Number of Pmts:**

3

Interest Rate: Credit Insurance:

5.000%

Amount of Reg Pmt:

None

\$19,066.12

Final Payment:

\$298,136.28

Payment Schedule. Borrower's payment schedule consists of the following: 2 annual consecutive payments of \$19,066.12 each, beginning November 17, 2017, with interest calculated on the unpaid principal balances at an interest rate of 5.000% per annum; and one payment of \$298,136.28 on November 17, 2019, with interest calculated on the unpaid principal balances at an interest rate of 5,000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR 5.372% FINANCE CHARGE \$46,138.52

AMOUNT FINANCED \$290,130.00

TOTAL OF PAYMENTS \$336,268.52

COLLATERAL: Real Estate Collateral.

TRANSACTION NUMBER: 589

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35663 Page 124 of 298 USINESS LOAN AGREEMEN

Œ	Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials
aic.	13 031 30 11-17-2016 11-17-2019 4295665
	References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

THIS BUSINESS LOAN AGREEMENT dated November 17, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 17, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

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the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

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Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

NDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if prover fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to scharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on prover's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by w. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any id all such accounts.

EFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes

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false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the beginning of this Agreement.

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Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated November 17, 2016 and executed by ECO RANCHES in the principal amount of

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BUSINESS LOAN AGREEMENT (Continued)

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note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED NOVEMBER 17, 2016.

BORROWER:

ECO RANCHES

1

Shain Stoddard, Member of ECO RANCHES

LENDER:

CURITY INVESTMENT CORPORATION

Authorized Signer

LaserPro, Ver. 15.4.20.033 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved. - UT Z-\CF\\LP\\C40.FC TR-589

A LICULTURAL LOAN AGREEN IT

Yincipal Loan Date Maturity Loan No Call / Coll 4295683	Account Officer Initials 02
References in the boxes above are for Lender's use only and do not limit the applicability of this Any item above containing "***" has been omitted due to text leng	document to any particular loan or item. h limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

THIS AGRICULTURAL LOAN AGREEMENT dated November 17, 2016, is made and executed between ECO RANCHES ("Borrower") and Security Investment Corporation ("Lender") on the following terms and conditions. Borrower has applied to Lender for an agricultural loan as described below. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of November 17, 2016, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

THE LOAN. The following terms and conditions apply to the Loan:

The Loan Commitment. On and after the date of this Agreement, or such earlier date as Lender and Borrower may agree, Lender, at its option and in its sole discretion, may lend to Borrower the principal amount of \$293,031.30.

The Loan Documents. The Loan will be evidenced by a promissory note in the form of an exhibit attached to and made a part of this Agreement, or if no exhibit is attached, then in form and substance satisfactory to Lender (the "Note"), together with such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender.

Loan Disbursements. Loan disbursements will be made upon Borrower's completing and delivering to Lender for each disbursement a disbursement request on Lender's form. In no event, however, will Lender be required to make any Loan advances after such time as the parties may agree in writing to terminate this Agreement.

Disbursements of Proceeds. Any Loan advance made under this Agreement shall be conclusively presumed to have been made to and for the benefit of Borrower whenever the proceeds of such advance are either (1) disbursed in accordance with the terms of this Agreement, (2) disbursed in accordance with instructions from Borrower or any of Borrower's authorized employees or agents, or (3) deposited into any demand, savings, or other account maintained by Borrower with Lender.

No Renewal or Future Loan Obligation. Lender has not committed, and is not committing at this time, to finance Borrower's next year's farm loan requirements. Any such future loan or loans may be made solely at the option of Lender and on such terms and conditions as Lender may then require. Borrower understands that no prior course of dealing, no usage of trade, no oral statements or comments by Lender or its employees or other agents will be deemed to be a commitment by Lender to lend money to Borrower or to any other person, unless the same is reduced to writing and signed by an authorized representative of Lender.

SALE OF COLLATERAL AND APPLICATION OF PROCEEDS. The following terms and conditions relate to any Collateral for the Loan and the application of proceeds of Collateral:

Sale of Collateral. Borrower may sell or otherwise dispose of Collateral only if (1) Borrower delivers the proceeds to Lender, and (2) Borrower complies with the other terms of this Agreement. If Borrower wants to use proceeds for other than delivery to Lender, Borrower may not sell the Collateral without Lender's prior written consent.

Buyers, Consignees, and Other Transferees. The following provisions relate to any sale, consignment or transfer of crops, livestock, or other farm products included as all or a part of the Collateral:

- (1) To induce Lender to extend the Loan, Borrower represents, warrants and covenants to Lender that Borrower will sell, consign or transfer the Collateral only to those persons whose names and addresses have been set forth on sales schedules delivered to Lender. Each schedule shall be in such form as Lender may require, including identification of each type of Collateral. Borrower also shall notify Lender of the name and address of each additional person to whom or through whom the Collateral may be sold, consigned or transferred. All such schedules and notifications shall be in writing and shall be delivered to Lender not less than fourteen (14) days prior to any such sale, consignment or transfer of the Collateral.
- (2) Borrower acknowledges that if the Collateral is sold, consigned, or transferred to any person not listed on a schedule delivered to Lender as provided above, at least seven (7) days prior to such sale, consignment, or transfer, and if Lender has not received an accounting (including the proceeds) of such sale, consignment or transfer within ten (10) days of the sale, consignment or transfer, then UNDER FEDERAL LAW, BORROWER SHALL BE SUBJECT TO A FINE WHICH IS THE GREATER OF \$5,000 OR 15% OF THE VALUE OR BENEFIT RECEIVED FROM THE SALE, CONSIGNMENT OR TRANSFER TO AN UNLISTED BUYER, CONSIGNEE OR TRANSFEREE.

Delivery of Proceeds and Payments. Borrower will immediately deliver or otherwise make available to Lender all proceeds of any sale, consignment, lease, license, exchange or other disposition of the Collateral and all other proceeds of the Collateral, in a form acceptable to Lender. All chattel paper, contracts, warehouse receipts, documents, and other evidences of ownership or obligations relating to the Collateral, whether issued by a co-op, grain elevator, warehouse, marketing entity or bailee, and all accounts and other proceeds of the Collateral shall be immediately endorsed, assigned and delivered by Borrower to Lender, in a form acceptable to Lender, as security for the Loan. At any time before or after the occurrence of an Event of Default, Lender may collect all proceeds of the Collateral without notice to Borrower. All proceeds of the Collateral, when received by Lender, may at Lender's sole discretion be applied to the Loan. Borrower grants Lender a limited power of attorney to sign or endorse Borrower's name on all writings described in this section.

Application of Proceeds and Payments. Lender, in its sole discretion, may apply proceeds and payments of Collateral and any other payments Borrower may make on the Loan to either (1) accrued unpaid interest owing on the Note, (2) outstanding principal on the Note, or (3) any other amounts owing by Borrower to Lender in connection with the Loan.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

GRICULTURAL LOAN AGREEME! (Continued)

Loan No: 4295683

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) Effective Financing Statements as required by any applicable state central filing system giving notice of Lender's security interests to prospective purchasers of Borrower's farm products; (5) evidence of insurance as required below; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

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Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims or other events, if any, that have been disclosed to and acknowledged by Lender in

GRICULTURAL LOAN AGREEME (Continued)

Loan No: 4295683

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writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for the purposes specified in this Agreement.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment, unless such environmental activity where damage may result to the environment.

GRICULTURAL LOAN AGREEME! (Continued)

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authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds under this Agreement or der any other agreement if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or comes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Juarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment o performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately wil terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Inchignous subsection shows such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedie:

GONTINUED (Continued)

! oan No: 4295683

Page 5

trovided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's ts and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not stude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any antor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not Lender's salaried employee and whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically ated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms ed in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise efined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not therwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in affect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Agricultural Loan Agreement, as this Agricultural Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Agricultural Loan Agreement from time to time.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors

3RICULTURAL LOAN AGREEME! (Continued)

Loan No: 4295683

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Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation, the loan described in the Section titled "The Loan."

Note. The word "Note" means the Note dated November 17, 2016 and executed by ECO RANCHES in the principal amount of \$293,031.30, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

FINAL AGREEMENT. Borrower understands that this Agreement and the related loan documents are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGRICULTURAL LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS AGRICULTURAL LOAN AGREEMENT IS DATED NOVEMBER 17, 2016.

BORROWER:

ECO RANCHES	
Ву:	1/1
Shain Stodda	rd_Member of ECO RANCHES

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GRICULTURAL LOAN AGREEME! (Continued)

Loan No: 4295683

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IDER:

SECURITY INVESTMENT CORPORATION

Authorized Signer

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PROMISSORY NOTE

	Vincipal Loan Date Maturity Loan No Call / Coll Account Officer Initials 02
ob D	eferences in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Principal Amount: \$293,031.30

Interest Rate: 5.000%

Date of Note: November 17, 2016

PROMISE TO PAY. ECO RANCHES ("Borrower") promises to pay to Security Investment Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Ninety-three Thousand Thirty-one & 30/100 Dollars (\$293,031.30), together with interest on the unpaid principal balance from November 18, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 2 regular payments of \$19,066.12 each and one irregular last payment estimated at \$298,136.28. Borrower's first payment is due November 17, 2017, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on November 17, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early nayments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender yments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without sing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written ammunications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes ayment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be iailed or delivered to: Security Investment Corporation, 2970 South Main St., Suite 250, Salt Lake City, UT 84115.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 2.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment o

performance of this Note is impaired. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interes immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES: EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceeding (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will particularly applicable law, Borrower also will particularly applicable law.

PROMISSORY NOTE (Continued)

'oan No: 4295683

Page 2

SOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of State of Utah without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Utah.

OICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address:

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CO RANCHES

Вγ:___

Shain Stoddard, Member of ECO RANCHES

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Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35678 Page 139 of 298 **BOARDING DATA SHEET**

Officer Initials Account Loan No Call / Coll Principal Loan Date Maturity 02 4295683 11-17-2016 11-17-2019 293,031,30 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular ions or dem.

Any item above containing "***" has been omitted due to text length limitations.

ECO RANCHES Borrower:

24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

CUSTOMER DATA SUMMARY

ECO BANCHES

Street Address:24050 N. 6000 W.

Primary Phone:

81-3359868 Plymouth

Ext:

Limited Liability Company UT 84330

Instructions:

Borrower County: Box Elder Cust # Phone:

Resolution: New Resolution

Member of ECO RANCHES:

Shain Stoddard Street Address:1598 N. 600 W.

Mailing Address: Primary Phone:

529-59-4495 Individual

West Bountifu UT 84087

Instructions:

Member

County: Davis County:

Cust #: Phone:

Title: Member

Birthday: 05-06-1968

TRANSACTION SUMMARY

Transaction No.: 589

Product Category: Loan Policy: Commercial Product Description:

Purpose: Loan is not for Personal, Family, Household Purposes or Personal investment Purposes.

Specific Loan Purpose: Purchase property in Box Elder County

CLASSIFICATION DATA

Application No: rolication Date: 10-15-2016

n No: 4295683 In Date: 11-17-2016 Officer: 02 Davis, Ruth

Processor No: 02 Davis, Ruth

Collateral Code: Charge Code: Call Code: User Code 3: User Code 6:

Automatic Payments Account:

Branch: Dept: Division:

Region: Loan Type:

Loan Class: New Loan

Purpose Code: Class Code: User Code 1: User Code 4: User Code 7:

Employee Loan: No Restricted Access: No

Reg O Loan: Comments:

Partfolio Code: Host System: User Code 2: User Code 5: User Code 8:

State

UT

COLLATERAL SUMMARY

SubType Type

Real Estate Farm Land

Mound Spring Parcels in Box Elder County, Plymouth, UT

84330

Owner(s):

ECO RANCHES

Street Address:24050 N. 6000 W.

Primary Phone:

Plymouth Ext:

81-3359868

Limited Liability Company

UT 84330

Instructions:

Instructions:

Cust #:

Value

Phone:

Resolution: New Resolution

Member of ECO RANCHES:

Shain Stoddard Street Address:1598 N. 600 W.

Mailing Address: Primary Phone:

529-59-4495 Individual West Bountifu UT 84087

Member County: Davis

County: Box Elder

County:

Title: Member Cust #:

Phone:

Purchase

Money

Collateral

Code

Birthday: 05-06-1968

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BOARDING DATA SHEET

Loan No: 4295683

(Continued)

Page 2

PAYMENT DATA

BALLOON LOAN (Fixed Rate)

Financed

\$290,130.00

\$293,031.30

2,901.30

0.00

In Cash

AMOUNT REQUESTED:

PREPAID FINANCE CHARGES:

Loan Origination Fee (%) SECURITY INTEREST CHARGES:

\$0.00

NOTE AMOUNT:

DISBURSEMENTS: Payable:

WRE REAL ESTATE HOLDINGS, LLC

\$290,130.00

PAYMENT CALCULATION:

No. of Pmts Amount

\$19,066.12 2 \$298,136.28 Annual beginning 11-17-2017 Final Payment is due 11-17-2019

Disbursement Date:

Due Date:

11-18-2016 11-17-2019

Periods to Amortize:

30

INTEREST RATE SELECTION:

Interest Method:

365/365

Interest Rate:

5.000

APR 5.372%

FINANCE CHARGE \$46,138.52

AMOUNT FINANCED \$290,130.00

TOTAL OF PAYMENTS \$336,268.52

OFFICER COMMENTS

Primary Source of Repayment:

Rental Income

Grade

Secondary Source of Repayment:

Date

Land Pro. Feb. 15, 4 27 033. Case 15 to 15 to 15 to 150 7
Officer Number

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35680 Page 141 of 298 AMORTIZATION SCHEDULE

Principal 293,031.30	Loan Date	Maturity 11-17-2019	Loan No 4295683	Call / Coil	Account	Officer 02	Initials
References in th		(and applied the App	by and its not limit th	e applicability of this ited due to text lengt	document to any partitions.	mouler toan ti ————————————————————————————————————	r item

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

Disbursement Date: November 18, 2016

Interest Rate: 5.000

Repayment Schedule: Balloon

Calculation Method: 365/365 U.S Rule

Payment	Payment	Payment	Interest	Principal	Remaining
Number	Date	Amount	Paid	Paid	Balance
1 2 3	11-17-2017	19,066.12	14,611.42	4,454.70	288,576.60
	11-17-2018	19,066.12	14,428.83	4,637.29	283,939,31
	11-17-2019	298,136.28	14,196.97	283,939.31	0.00
TOTALS		336,268.52	43,237.22	293,031.30	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different

amounts.

Essention (or 15 and Dat Com Di-Hiptin Company va 1000 1000 in Applications on

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35681 Page 142 of 298 DISBURS JENT REQUEST AND AUTH IZATION DISBURS

Principal	Loan Date	Maturity 11-17-2019	Loan No 4295683	Gail / Coll	Account	Officer 02	initials
Aelerences in th			a to man timple the	e applicability of this ted due to text langi	document to any or h limitations.	arnoular loar g	enem,

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

LOAN TYPE. This is a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$293,031.30 due on November 17, 2019,

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

Personal, Family, or Household Purposes or Personal Investment.

Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase property in Box Elder County.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$293,031.30 as follows:

Amount paid to others on Borrower's behalf: \$290,130.00 to WRE REAL ESTATE HOLDINGS, LLC \$290,130.00

Total Financed Prepaid Finance Charges: \$2,901.30 Loan Origination Fee (%)

\$2,901.30

\$293,031.30

FINAL AGREEMENT. Borrower understands that the loan documents signed in connection with this loan are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED NOVEMBER 17, 2016.

BORROWER:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

Losenha, Vice 15 4,78 539 Cypr 15-19 35 A Ceptatolish 1907, 2015 18 Hillian Properties

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35682 Page 143 of 298 **OTICE OF FINAL AGREEME!**

Principal 293.031.30	Market F. M. M. C.	Maturity 11-17-2019	Loan No 4295683	Catl / Colf	Account	Officer G2	Initials
References in th	- have	for i ander's use on	ly and do not limit th	e applicability of this rred due to text langt	document to any od h limitations	rdicular Igan b	nem

Borrower:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$293,031.30 due on November 17, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- LLC Resolution: ECO RANCHES

- Agricultural Loan Agreement

- UT Deed of Trust for Real Property located at Mound Spring

Parcels in Box Elder County, Plymouth, UT 84330

- Business Loan Agreement

- Promissory Note

- Disbursement Request and Authorization

- Notice of Final Agreement

Parties. The term "Parties" means Security Investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower:

ECO RANCHES

ECO RANCHES Grantorist

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated November 17, 2016.

September 1998 at 1 set 28a books of the Color than 1997 the Colo

BORROWER
By: Shain Stoddard, Member of ECO RANCHES
LENDER:
SECURITY INVESTMENT CORPORATION
X Authorized Signer

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35683 Page 144 of 298 OTICE OF FINAL AGREEME!

Principal \$293,031.30	Loan Date	Maturity 11-17-2019	Loan No 4295683	Call / Coll	Account	Officer 02	l Initials
References in 1			in and do not limit it	e applicability of this tited due to text lengt	document to hay as h whateous	endersi, iden G	Meril

Borrower:

ECO RANCHES 24050 N. 6000 W.

Plymouth, UT 84330

Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN (B) THERE ARE NO AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES. UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.000%) Nondisclosable Loan to a Limited Liability Company for \$293,031.30 due on November 17, 2019.

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LOAN DOCUMENTS

- LLC Resolution: ECO RANCHES

Agricultural Loan Agreement

- UT Deed of Trust for Real Property located at Mound Spring

- Business Loan Agreement

- Promissory Note

- Disbursement Request and Authorization

- Notice of Final Agreement

Parcels in Box Elder County, Plymouth, UT 84330 Parties. The term "Parties" means Security investment Corporation and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Berrawer:

ECO RANCHES

ECO RANCHES Grantor(s):

Each Party who signs below, other than Security Investment Corporation, acknowledges, represents, and warrants to Security Investment Corporation that it has received, read and understood this Notice of Final Agreement. This Notice is dated November 17, 2016.

RORROWER: ECO RANCHES Shain Stoddard, Member of ECO RANCHES LENDER: SECURITY INVESTMENT CORPORATION Authorized Signer

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35684 Page 145 of 298

y / GRANT COLLATERAL LIMITED LIABILITY COM NY RESOLUTION TO BORR

Initials Officer Account Call / Coll Loan No Principal Loan Date Maturity 02 4295683 93,031,30 11-17-2016 11-17-2019

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Company:

E

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330 Lender:

Security Investment Corporation

2970 South Main St.

Suite 250

Salt Lake City, UT 84115

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is ECO RANCHES ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Utah. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 24050 N. 6000 W., Plymouth, UT 84330. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

, at which a quorum RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MEMBER. The following named person is a member of ECO RANCHES:

NAMES

TITLES

AUTHORIZED

Shain Stoddard

Member

AGTUAL SIGNATURES

CTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements I bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the member may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

3SUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business ames used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which he Company does business: None.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

The manufacture of the appointment of the property of the prop

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LIMITED LIABILITY CO

PANY RESOLUTION TO BORRO\ GRANT COLLATERAL

Page 2

Loan No: 4295683

(Continued)

company, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the iks of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

. 'NTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are nereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated November 17, 2016.

CERTIFIED TO AND ATTESTED BY:

Authorized Signer for ECO RANCHES

NOTE: If the member signing this Resolution is designated by the foregoing document as one of the members authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized member of the Company.

LeserPro, Ver. 15.4.20.033 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved. - UT Z:\CR\LPL\C15.FC TR-589

Exhibit F

	tatement					pe of Loan
	Agement				1-5. Loan Type: Co	inventional Loan
					6. File Number	
					7 Lean Mumber	c16-98
		FINAL Settlement Statemen	t		7. Loan Number	
					B. Mortgage Insura	nce Case Number
_					toms marked 'POC' were paid outside this clos	sing, they are shown her
	Note: This form is fum for informational purpo	ished to give you a statement of actual settlement cos ses and are not included in the totals.	its. Amounts paid to and by t	ne sew	ement agent are shown, items marked '(POC)' were paid outside this clos	
7	Name of Buyer/Borro	wer:				
		ECO RANCHES (Shain Stoddard, Manager)				
	Name of Seller:	Washakie Renewable Energy, LLC				
	Name of Lender:					
		Security Investment Corporation				
1	Property Description				*	
		Land Plymonth, Utah see exhibit "a" Plymonth, Utah				
	Settlement Agent: Address:					
	Place of Settlement	Address: 10 W. Century Parkway, Salt Lake City, UT 84115	5			
	of Borrower's T	ransactions			mary of Seller's Transaction	
	Amount Due	From Borrower		400	Gross Amount Due To Soller	379,000
	ract Sales Price		379,000.00		Contract Sales Price	******
	nal Property		1 200 00	402	Personal Property	
	ement Charges to	o borrower (line 1400)	4,690.00		Total Deposits	
				404		
5				405	ments for items paid by seller in advance	
jus	tments for items paid	by seller in advance		-		
3	City/town taxes			406	City/Town taxes County taxes 1/0/00	
	City/IOWIT taxes					
7		1/0/00		407	County mixes	
	County taxes Assessments	1/0/00		408	Assessments	
3	County taxes	1/0/00		408 409	County mixes	
3	County taxes	1/0/00		408 409 410	County mixes	
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B 9 0 1	County taxes	1/0/00		408 409 410 411 412 413	County mixes	
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3 1 2 3 4	County taxes	1/0/00	392 690 00	408 409 410 411 412 413 414 415	Assassments	379,00
3 1 2 3 4 5	County taxes		383,690.00	408 409 410 411 412 413 414 415 420	Assessments Gross Amount Due To Seller	379,00
3 0 0 1 2 3 3 4 5	County taxes Assessments Gross Amount Due	From Borrower		408 409 410 411 412 413 414 415 420	Assessments Gross Amount Due To Seller Reductions in Amount Due to Seller	379,06
3 9 0 1 1 2 2 3 3 4 5 0 0	County taxes Assessments Gross Amount Due Amounts Paid By C	From Borrower Ir In Behalf of Borrower	500.00	408 409 410 411 412 413 414 415 420 500	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess denosit (see instructions)	
3 0 1 1 2 2 3 3 4 4 5 0 0	Gross Amount Due Amounts Paid By C 'Deposit or earnest Principal amount of	From Borrower or In Behalf of Borrower money www.loan(s)		408 409 410 411 412 413 414 415 420 500 501 502	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400)	
3 9 0 1 1 2 2 3 3 4 4 5 0 0 1 1 2 2 2 2 3 3 3 4 4 4 5 5 5 7 7 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7	Gross Amount Due Amounts Paid By C *Deposit or earnest r	From Borrower or In Behalf of Borrower money www.loan(s)	500.00	408 409 410 411 412 413 414 415 420 500 501 502 503	Assassments Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject	
3 4 5 0 0 1 1 2 3 3 4 3 3 3 3 4 3 3 3 3 3 3 3 3 3 3 3	Gross Amount Due Amounts Paid By C 'Deposit or earnest Principal amount of	From Borrower or In Behalf of Borrower money www.loan(s)	500.00	408 409 410 411 412 413 414 415 420 500 501 502 503 504	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject Payoff of first mortgage loan	
8 99 00 11 22 33 44 45 55 00 00 11 22 33 44 44 44 44	Gross Amount Due Amounts Paid By C 'Deposit or earnest Principal amount of	From Borrower or In Behalf of Borrower money www.loan(s)	500.00	408 409 410 411 412 413 414 415 420 500 501 502 503 504 505	Assassments Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject	
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3 9 0 1 1 2 3 4 4 5 6 7 8 8 9 9	Gross Amount Due Amounts Paid By C 'Deposit or earnest r Principal amount of r Existing loan(s) taker	From Borrower Ir In Behalf of Borrower noney new loan(s) n subject	500.00	408 409 410 411 412 413 414 415 420 500 501 502 503 504 505 506 507 508 509 Adjus 510	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject Payoff of first mortgage loan Payoff of second mortgage loan timents for items unpaid by seller City/town taxes County taxes 1/1/16 - 11/8/16	66
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3 3 4 5 6 7 8 9 9 9 1 1 2	Gross Amount Due Amounts Paid By C 'Deposit or earnest r Principal amount of c Existing loan(s) taken struents for items unpo-	From Borrower Ir In Behalf of Borrower money new loan(s) n subject	500.00 379,450.50	408 409 409 411 412 413 414 415 500 501 503 504 505 506 507 508 509 Adjus 512 512 513	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject Payoff of first mortgage loan Payoff of second mortgage loan tments for items unpaid by seller Cityhown taxes County taxes Assessments	66
3 3 4 5 6 7 8 9 9 9 9	Gross Amount Due Amounts Paid By C 'Deposit or earnest r Principal amount of c Existing loan(s) taken struents for items unpo-	From Borrower Ir In Behalf of Borrower money new loan(s) n subject	500.00 379,450.50	408 409 410 411 412 413 414 415 420 500 501 502 503 504 505 506 507 508 509 Adjus 510 511 512 513 513	Gross Amount Due To Seller Reductions in Amount Due to Seller Excess deposit (see instructions) Settlement charges (line 1400) Existing loan(s) taken subject Payoff of first mortgage loan Payoff of second mortgage loan timents for items unpaid by seller City/town taxes County taxes 1/1/16 - 11/8/16	66
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8	charges Lad Sales/Broker's Commission based on price Division of Commission (line 700) as follows	\$379,000.00 @	#VALUEI	Paid From Borrower's Funds at	Paid From Seller's Funds at
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Packet Ref # 3 of 5

Supplement Settlement S			File No.	
Final State	tement		Loan No.	
			Settlement Date: 11/8/16	
Borrower Name: ECO RANCHES (Shain Stoddard, Manager)				
Sełler Name: Washakie Renewable Energy, LLC				
Section L. Settlement Charges Continued			Paid From Borrower's Funds at	Paid From Seller's Funds at Settlement
1' Supplemental Summary gle Owner's Policy gle Lender's Policy			Settlement	Settlement
Jammary of Borrower's Transaction continue Gross Amount Due From Borrower			Borrower Charges	Borrower Credits
200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing	200 - 100 -			
The following Section is restated from the Settlement Statement Page 1 300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller		279 2007
301 Gross amount due from Borrower (line 120) 302 Less amounts paid by/for Borrower (line 220) 303 Cash (X From) (To) Borrower	383,690.00 383,644.39 45.61	601 Gross Amount Due to Seller (line 420) 602 Less reductions in amounts due to Seller (line 520) 603 Cash (X To) (From) Seller		379,000.0 4,293.8 374,706.1

Packet Ref# 5 of 5

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:	
Borrower(s)/Purchaser(s)	Seller(s)
Con.	dand lay
ECO RANCHES	Washakie Renewable Energy, UC
11/8/16	11/8/10
Date:	Date: / /
(Shain Stoddard, Manager)	
Date:	Date:
1	Date:
alement Statement which I have prepared is a true and accurate account of this train	nsaction. I have caused or will cause the funds to be disbursed in accordance with
this statement.	
Settlement Agent:	
	Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and Imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 29th day of July, 2016 ("Offer Reference Date") ECO RANCHES ("Buyer") offers to purchase from
Washakie Renewable Energy, LLC ("Seller") the Property described below and [] delivers to the Buyer's Brokerage
with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),
Earnest Money in the amount of \$500.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit
the Earnest Money into the Brokerage Real Estate Trust Account.
*
Buyer's BrokeragePhone:
Received by:on(Signature above acknowledges receipt of Earnest Money) (Date)
(Signature above acknowledges receipt of Earnest Money) (Date)
OTHER PROVISIONS
1. PROPERTY: Approximately 472 Acres in Plymouth, Box Elder County, Utah
also described as: Parcel #08-045-0005 & 08-044-0004
City of <u>Plymouth</u> , County of <u>Box Elder</u> State of Utah, <u>Zip 84330</u> (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.
1.1 Included Items. (specify)
1.2 Excluded Items. (specify)None
1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/ water shares, if applicable, are specifically excluded from this sale:
2. PURCHASE PRICE. The Purchase Price for the Property is \$379,000.00 . Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender. \$500.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$\frac{TBD by Lender}{\text{(b) New Loan.}} \text{ Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. \$\frac{C}{\text{Seller Financing.}} \text{ (see attached Seller Financing Addendum)}
\$TBD by Lender (d) Balance of Purchase Price in Cash at Settlement \$379,000.00 PURCHASE PRICE. Total of lines (a) through (d)
 3. SETTLEMENT AND CLOSING. 3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed:

(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

Date July 99 Seller's Initials

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(except for the proceeds of any new loan) have been delivered by Buyer or Seller to me other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

- 3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.
- 3.3 Greenbelt If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed

against the Property shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)				
3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA gove documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be partially Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)				
The provisions of this Section 3.4 shall survive Closing. 3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-haze of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including propaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeown association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Propatter the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants.	uding vners' perty osing,			
provisions of this Section 3.5 shall survive Closing. 3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing docur have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within calendar days after Settlement.	nents			
4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closing; [] Hours after Closing; [] Calendar Days after Closing; [] Other (explain) Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreed Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property.	Seller			
agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall su Closing.	ırvive			
5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC				
Seller's Agent, represents [] Seller [] both Buyer and Seller as a Limited Ag	ent:			
Seller's Brokerage, represents [] Seller[] both Buyer and Seller as a Limited Ag				
Buyer's Agent, represents [X] Buyer[] both Buyer and Seller as a Limited Ag	jent;			
Buyer's Brokerage, represents [X] Buyer[] both Buyer and Seller as a Limited Ag	ent.			
 6. TITLE & TITLE INSURANCE. 6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Proto Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of 				
Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Europer Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property manage	Buyer			

- y е ٩r agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.
- 6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.
- 7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":
- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
 - (b) a Commitment for Title Insurance as referenced in Section 6.1;
 - (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;

Buyer's Initials L // Date July 29 Seller's Initials Page 2 of 6

- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify)	
---------------------	--

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.
- (a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
- (b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.
- 8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.
- (a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- 8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: [X] IS [] IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

		has not been previously cancelled b	
in Sections 8.1, 8.2 or 8.3(a), then	no later than the Due Diligence	Deadline referenced in Section 24(b)	, or the Financing &
	TN	Date July 95 Seller's Initials	Date 7/29
Page 3 of 6	Buyer's Initials LPI	_ Date Seller's Initials	Date _// _/

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Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: [] WILL [X] WILL NOT deliver to the Buyer's
Brokerage, an Additional Earnest Money Deposit in the amount of \$ The Earnest Money Deposit and the
Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit,
or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.
9. ADDENDA. There [X] ARE [] ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: [X] Addendum No. 1 [] Seller Financing Addendum [] Other (specify)

10. AS-IS CONDITION OF PROPERTY.

- 10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.
- 10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

- 11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).
- 11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.
- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.
- 13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- 14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.
- 15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

- **16.1 Buyer Default.** If Buyer defaurts, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.
- 16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.
- 17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.
- **18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

- **20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.
- **20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.
- 21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- **22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and	Seller agree that the	following deadlines shall a	pply to the REP	C:	
(a) Seller Disclosure Deadline	5 days after acc	eptance (Date)			
(b) Due Diligence Deadline	60 days after ac	ceptance (Date)			
(c) Financing & Appraisal Deadline	75 days after ac	ceptance (Date)			
(d) Settlement Deadline	90 days after ac	ceptance (Date)			
25. OFFER AND TIME FOR ACCEPTANCE does not accept this offer by: 5 : 00 [] A Brokerage shall return any Earnest Money	AM [X] PM Mountai	n Time on <u>July 30, 2016</u>			
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)		(Offer Da	ate)
Saac Marth (Buyer's Names) (PLEASE PRINT)	2 4050N (Notice Address)	6000 w. Plymouth	, <i>01<u>, 84</u>336</i> (Zip Code)	(Phone)	14
(Buyer's Names) (PLEASE PRINT)	(Notice Address)		(Zip Code)	(Phone)	F.:
AC	CEPTANCE/COUN	TEROFFER/REJECTION			
CHECK ONE:			terms and cond	itions specif	ied above.
REJECTION: Seller rejects the foregoing seller's Signature		(Seller's Signature)		(Date)	(Time)
Saeds Kingson (Seller's Names) (PLEASE PRINT)	(Notice Address)	(ocher's digriature)	(Zip Code)	(Phone)	—
(Seller's Names) (PLEASE PRINT)	(Notice Address)		(Zip Code)	(Phone)	
This form is COPYRIGHTED by the UTAH ASSOC copying or distribution without written consent in DE ANY PROVISION OF THIS FORM IN ANY SPE	CIATION OF REALTORS	ESENTATION IS MADE AS TO	ers. Any unauthori THE LEGAL VALII	zed use, mod DITY OR ADE	QUACY
COPYRIGHT© UTAH ASSOCIATION OF REALTO	PRS® - 7.4.04 - REVISEI	O - 4.22.10 - ALL RIGHTS RESE	RVED	UAF	R FORM 19
Page 6 of 6	uyer's Initials <u>IM</u>	Date July 29 Seller	's Initials	Date	7/29

Page 6 of 6



ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN [X] ADDENDUM	[] COUNTEROF	FER to that	REAL ESTATE PURCHASE CONTRA	CT (the "REPC") wit	th
an Offer Reference Date of 29	oth day of July,	2016 inc	cluding all prior addenda and counteroffe	ers, between	
Eco Ranches a	as Buyer, and Wa	shakie R	enewable Energy, LLC as Seller, re	egarding the Propert	:y
located at Box Elder Land	See REPC for	parcel ni	umbers	ns are hereby incorp	orated as
part of the REPC:					
•					
			ney Deposit shall not be require		
days after Buyers Due D	iligence Deadli	ne as ref	erenced in paragraph 24 (b) of the	ne Real Estate P	<u>urchase</u>
Contract.					
			EADLINES REFERENCED IN SECTIO	N 24 OF THE REPO	(CHECK
APPLICABLE BOX): [X] REN	IAIN UNCHANGE	D[]ARE	CHANGED AS FOLLOWS:		
	·				
-	ADDENIDUM	-I:£	Sint with any available of the DEDC in	aludina all prior add	landa and
			flict with any provisions of the REPC, in he REPC, including all prior addenda ar		
			Buyer shall have until 5 : 00 [] AM [X		
			s ADDENDUM in accordance with the p	rovisions of Section	23 of the
REPC. Unless so accepted, th	e offer as set forth	n in this AD	DENDUM shall lapse.		
- 0/	1.	02 S - W.S	1 /1/	-11	auli.
18100	14	29-16	Claret 12	7	27/16
[] Buyer [] Seller Signature	(Date) (7	ime) [] Buyer [] Seller Signature	(Date)	(Time)
[] Dayer [] Seller Signature	(Date	<i>')</i>	mio)[] Bayor (/ Toolior orginatare	(Batt)	(
	ACCEP	TANCE/CO	OUNTEROFFER/REJECTION		
CHECK ONE:					
[] ACCEPTANCE: [] Seller					
[] COUNTEROFFER: [] Sel	ler [] Buyer pres	sents as a	counteroffer the terms of attached ADDE	ENDUM NO	
71. 0	n. 17	011			
Druae"	ans 1-1	146			
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
raprication rac "	. D	. 	ADDENIDUM		
[] REJECTION: [] Seller []	buyer rejects the	e ioregoing	ADDENDUM.		
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
(Signature)	(Date)	(111116)	(Oignature)	(Date)	(11110)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

3 SECURITY II 3140 S Main St Salt Lake City, UT	NVESTMENTS CORP 84115-3750	- / 108 31:297/1240 - 11/129/2016
PAY TO THE ORDER OF	Washakie Renewable Energy LLC Hundred Seventy Four Thousand Seven Hundred S	\$ 374,706.11
WELLS FARG		H. Caux
1:124002	771C 991932286# 010)A

11/21/16

201 *Deposit or earnest money 1,000.00 501 Excess deposit (see 202 Principal amount of new loan(s) 164,226.00 502 Settlement charges 203 Existing loan(s) taken subject 503 Existing loan(s) taken subject 504 Payoff of first morter 205 505 Payoff of second in 206 207 208 508 209 509 209 208 209	
Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are at for informational purposes and are not included in the totals. Name of Buyer/Borrower: ECO RANCHES E. Name of Settler: WRE REAL ESTATE HOLDINGS, LLC F. Name of Lender: Security Investment Corporation G. Property Description: Land Pymonth, Utah see exhibit "a" Pymonth, Utah H. Settlement Agent: Address: 10 W. Century Parkway, Salt Lake City, UT 84115 J. Summary of Borrower's Transactions (C. Summary of Settler's Tra	B. Type of Loan 1-5. Loan Type: Conventional Loan
Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are store informational purposes and are not included in the totals. Name of Buyerifornewar: ECO RANCHES E. Name of Salier: WRE REAL ESTATE HOLDINGS, LLC F. Name of Lender: Security Investment Corporation G. Property Description: Land Pymouth, Utah see exhibit "a" Pymouth, Utah see exhibit "a" Pymouth Address: 10 W. Century Parkway, Salt Lake City, UT 84115 1. Summary of Borrower's Transactions I. Summary of Borrower's Transactions III Summary and By or in Behalf of Borrower's III Summary and By or in Behalf of Borrower's III Summary and By or in Behalf of Borrower's III Summary and By or in Behalf of Borrower's III Summary and II	1-5. Loan Type: Conventional Loan
Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are st for informational purposes and are not included in the totals. Name of Buyer/Borrower: ECO RANCHES E. Name of Seller: WRE REAL ESTATE HOLDINGS, LLC F. Name of Lender: Security Investment Corporation Security Investment Corporation G. Property Description: Land Pymonth, Utah see exhibit "a" Pymonth, Utah Settlement Agent: Address: 10 W. Century Parkway, Salt Lake City, UT 84115 Summary of Settlement Address: 10 W. Century Parkway, Salt Lake City, UT 84115 Summary of Borrower's Transactions W. Summary of Seller's Transactions Security Investment Corporation Security Parkway, Salt Lake City, UT 84115 Summary of Borrower's Transactions W. Summary of Seller's Transactions Security Parkway, Salt Lake City, UT 84115 Summary of Borrower's Transactions Security Parkway, Salt Lake City, UT 84115 Summary of Seller's Transactions Adjustments Transactions Adjustments Transactions Adjustments for items paid by seller in advance Sellement Charges to borrower (line 1400) County laxes 1/10/00 County laxes 1/10/00 Amounts Paid By Or In Behalf of Borrower 1/10/10/10/10/10/10/10/10/10/10/10/10/10	A Fig. 11 mbm
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C.	shown, items marked '(POC)' were paid outside this closing, they are shown
E. Name of Seller: WRE REAL ESTATE HOLDINGS, LLC F. Name of Lender: Security Investment Corporation G. Property Description: Land Plymonth, Ulah see exhibit "a" Plymonth Ulah See exhibit "	Total I and the second
E. Name of Seller: WRE REAL ESTATE HOLDINGS, LLC WRE REAL ESTATE HOLDINGS, LLC Read of Lender: Security Investment Corporation Settlement Agent: Address: 10 W. Century Parkway, Salt Lake City, UT 84115 J. Summary of Borrower's Transactions W. Settlement Address: 10 W. Century Parkway, Salt Lake City, UT 84115 J. Summary of Borrower's Transactions W. Summary of Seller's Transactions W. Settlement Address: 10 W. Century Parkway, Salt Lake City, UT 84115 J. Summary of Borrower's Transactions W. Summary of Seller's Transactions W. Settlement Address: 100 Cross Amount Discover 101 Contract Sales Price 102 Personal Property 103 Settlement Charges to borrower (line 1400) 104 2,228.00,403 105 Add 105 City/Town taxes 106 City/Town taxes 107 County baxes 108 City/Town taxes 109 Assessments 109 Assessm	
### REAL ESTATE HOLDINGS, LLC F. Name of Lender:	
Security Investment Corporation	
Security Investment Corporation	
Security Investment Corporation	
Land Pylymonth, Utah	
Land Pylmonth, Utah	
H. Settlement Agent: Address: 10 W. Century Parkway, Salt Lake City, UT 84115	
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Summary of Borrower's Transactions	
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101	
102 Personal Property 2,226.00 403 Total Deposits	
103 Settlement Charges to borrower (line 1400) 2,226.00 403 Total Deposits	
104	
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303 Cash (X From) (To) Borrower 467.67 603 Cash (X To) (From	

Settlement Agent:

* See supplemental Page for details

700	lement Charges Total Sales/Broker's Commission based on price \$163,600.00 @ = #VALUEI	Paid From	Paid From
	Division of Commission (line 700) as follows	Borrower's	Seller's
701		Funds at	Funds at
02	less Earnest Money (\$1,000.00)	Settlement	Settlement
703 704	Commission paid at Settlement		
800	Items Payable in Connection with Loan		l
801	Loan Origination Fee	1600.0	
802	Loan Discount	1626.0	
803	Appraisal Fee		
804	Credit Report		
805	Lender's Inspection Fee		
806 807	Mortgage Insurance Application Premium		
808	Assumption Fee Tax Service Contract		
809	Underwriting Fee		
810	Flood Certification Fee	+	
311	Tax Research Fee		
312	Inspection Fee		
313	Document Processing Fee		
314 315			
	mental Summary		
000	Items Required by Lender to be Paid in Advance		
901	Tions required by Lender to be Fall III Advance	T	
02	Mortgage Insurance Premium	 	
903	Hazard Insurance Premium		
904			
905			
_	mental Summary	1	
	Reserve Deposited with Lender Hazard Insurance		
	Mortgage Insurance		
	City Property Taxes		
	County Property Taxes		
	Annual assessments		
006			
1007			
	Aggregate Accounting Adjustment		
	Title Charges Settlement or closing fee		
	Abstract or title search	250.00	250
	Title examination		
	Title Insurance Binder		
	Document Fee	250.00	
	Notary Fee		
	Attorney Fee		
	(includes above item numbers) Title Insurance - See supplemental page for breakdown of individual fees and payees		
	(Includes above item number 100/116/8.1)*		
	(minutes aboverage Lender's coverage		
110	Owner's coverage		
111	Incoming Wire Fee		
112			
113	Compliance Fee		
114 115			
115 116			
117			
	Government Recording and Transfer Charges	-	
201	Recording fees: Deed Mortgage: Release:	100.00	100.
202	City/county tax/stamps:		100.
203 :	State tax/stamps:		
204			2.0
205 206			
	Additional Sattement Charges		
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			Settlement Date:	
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ECO RANCHES				
Seller Name:				
WRE REAL ESTATE HOLDINGS, LLC				
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ection L. Settlement Charges Continued			Borrower's Funds at	Seller's Funds at
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1108 Supplemental Summary			Borrower's Funds at	Seller's Funds at
1108 Supplemental Summary a) Eagle Owner's Policy			Borrower's Funds at	Seller's Funds at
1108 Supplemental Summary			Borrower's Funds at	Seller's Funds at
a) Eagle Owner's Policy b) Eagle Lender's Policy			Borrower's Funds at	Seller's Funds at
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a) Eagle Owner's Policy b) Eagle Lender's Policy b) Eagle Lender's Policy Section J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing The following Section is restated from the Settlement Statement Page 1 300 Cash At Settlement From/To Borrower	165,826.00 165,358.33 467.67		Borrower's Funds at Sattlement	Seller's Funds at Settlement Borrower Credits

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ADDENDUM TO SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN A CONVENTIONAL LOAN TRANSACTION

disclosed in the sale	Mn	11/21		
Borrower —	ECO RANCHES	Date	Borrower	Date
Borrower		Date	Borrower	Date
	CERTIFICATION	ON OF BUYER IN A CO	NVENTIONAL LOAN TRANSACTION	N
inancing this transa eimburse the borrow costs which have no	ction, other that those described in the	sales contract dated yment. I certify that I have no contract (including and addo	t and will not pay or reimburse the borrower(s	tify that I have not and will not pay or
inancing this transa reimburse the borrow costs which have no	ction, other that those described in the ver(s) for any part of the cash down pay the previously disclosed in the sales	sales contract dated yment. I certify that I have no contract (including and addo	(including addenda). I cert and will not pay or reimburse the borrower(senda).	ify that I have not and will not pay or s) for any part of the borrower's closing
inancing this transa eimburse the borrow costs which have no Seller	ction, other that those described in the ver(s) for any part of the cash down pay the previously disclosed in the sales	sales contract dated yment. I certify that I have no contract (including and addo	(including addenda). I cert and will not pay or reimburse the borrower(senda).	ify that I have not and will not pay or s) for any part of the borrower's closing
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inancing this transa eimburse the borrow costs which have no Seller Seller To the best of my knund the funds received	ction, other that those described in the ever(s) for any part of the cash down part the previously disclosed in the sales were the previously disclosed in the sales were the previously disclosed in the sales were the	Date Date DN OF BUYER IN A CO ch I have prepared is a true e undersigned as part of the	(including addenda). I cert and will not pay or reimburse the borrower(senda). Seller Seller	ify that I have not and will not pay or s) for any part of the borrower's closing Date Date (i) received, or (ii) paid outside closing,

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment, For details, see: Title 18 U.S. Code Sections 1001 and 1010.

et Ref# 5 of 5

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:	
Borrower(s)/Purchaser(s)	Seller(s)
ECO RANOFIES	WRE BEAL ESTATE HOLDINGS, LLC
Date:	Date:
·	
Date:	Date:
Date:	Date:
The Settlement Statement which I have prepared is a true and accurate account of this statement.	s transaction. I have caused or will cause the funds to be disbursed in accordance wit
Settlement Agent:	
	Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and Imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT
On this 10th day of October, 2016 ("Offer Reference Date") Eco Ranches ("Buyer") offers to purchase from WRE Real Estate Holdings LLC ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23 Earnest Money in the amount of \$1,000.00 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.
Buyer's BrokeragePhone:
Received by:onon
(Signature above acknowledges receipt of Earnest Money) (Date)
OTHER PROVISIONS
1. PROPERTY: Approximately 172.28 Acres of Land in Box Elder County
also described as: Parcel #07-037-0001, 07-090-0002
also described as: Paicel #07-037-0001, 07-090-0002
City of Plymouth, County of Box ElderState of Utah, Zip 84330 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, any, referenced in Sections 1.1, and 1.3.
1.1 Included Items. (specify)
1.2 Excluded Items. (specify)
*
1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water share will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights water shares, if applicable, are specifically excluded from this sale:
2. PURCHASE PRICE. The Purchase Price for the Property is \$163,600.00 . Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender. \$1.000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become total non-refundable. \$162,600.00 (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. \$ (c) Seller Financing. (see attached Seller Financing Addendum)
\$ (d) Balance of Purchase Price in Cash at Settlement
\$163,600.00 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed:
(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proce office, in the form of o 3.2 Prorations. A year, rents, and intere unless otherwise agre Section 3.2 shall surv 3.3 Greenbelt. If a	eds of any new lor have been delivered by Buyer or Seller the other party, or to the escrow/closing ash, wire transfer, while it is check, or other form acceptable to the scrow/closing office. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current est on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), eved to in writing by the parties. Such writing could include the settlement statement. The provisions of this live Closing. In providing the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)
documents) or as ass	sments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing sessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for ver [] Split Equally Between Buyer and Seller [] Other (explain) None
3.5 Fees/Costs/Pa 2) of the fee charged any prepaid rents) sh association and priva after the Settlement D sufficient funds to pay provisions of this Sec 3.6 Closing. For pay new loan have been have been recorded in calendar days after S 4. POSSESSION. Se	ller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closing;
[] Hours after C	losing; [] Calendar Days after Closing; [] Other (explain)
Seller and Buyer sha	of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Il each be responsible for any insurance coverage each party deems necessary for the Property. Seller Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive
	DF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure ective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:
Seller's Agent	, represents [] Seller [] both Buyer and Seller as a Limited Agent;
Seller's Brokerage	, represents [] Seller [] both Buyer and Seller as a Limited Agent;
Buyer's Agent	Tanassanta [] Ruyer 1 both Ruyer and Soller as a Limited Agents
Buyer's Agent Buyer's Brokerage	, represents [] Buyer[] both Buyer and Seller as a Limited Agent;, represents [] Buyer[] both Buyer and Seller as a Limited Agent.
to Buyer at Closing b Commitment for Title	

- agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.
- 6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.
- 7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":
- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2:
 - (b) a Commitment for Title Insurance as referenced in Section 6.1;

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- (d) a copy of the most recent minutes aget and financial statement for the home pers' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the operty not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h)	Other i	(specify)		
1	00.	(0,000)	 	

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.
- (a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
- (b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.
- **8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: **[X] IS [] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.
- (a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- **(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- **8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: **[X] IS [] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

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Appraisal Deadline referenced in Section \$4(c), whichever is later, Buyer: [] WING [X] WILL NOT deliver to the Buyer's
Brokerage, an Additional Earnest Mone, Deposit in the amount of \$ The Earnest Money Deposit and the
Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit,
or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.
9. ADDENDA. There [] ARE [X] ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the
following addenda are incorporated into the REPC by this reference: [] Addendum No [] Seller Financing Addendum
[] Other (specify)

10. AS-IS CONDITION OF PROPERTY.

- 10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.
- 10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

- 11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).
- 11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.
- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made.
- **13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- **14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.
- 15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

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- **16.1 Buyer Default.** If Buyer default seller may elect one of the following remarks: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if a cable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.
- 16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.
- 17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.
- **18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

- **20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.
- **20.2** Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.
- 21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- **22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

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24. CONTRACT DEADLINES. Buyer an	eller agree that th	ne following deadlines sh.	apply to the REPO	D :	
(a) Seller Disclosure Deadline		cceptance (Date)	,		
(b) Due Diligence Deadline	Televan 6 Televan	acceptance (Date)			
(c) Financing & Appraisal Deadline		acceptance (Date)			
(d) Settlement Deadline		acceptance (Date)			
(a) Octionioni Deadine	10 days after t	doceptarioe (Bate)			
25. OFFER AND TIME FOR ACCEPTAN	ICE. Buyer offers to	purchase the Property or	the above terms a	nd conditior	ns. If Seller
does not accept this offer by: $\underline{5}:\underline{00}$ []			<u>l, 2016</u> (Date), this	offer shall	lapse; and
the Brokerage shall return any Earnest M	loney Deposit to Buy	/er.			
17	ielii	022			
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)		(Offer Da	ate)
(Buyer's Names) (PLEASE PRINT)	(Notice Addres	s)	(Zip Code)	(Phone)	_
(Buyer's Names) (PLEASE PRINT)	(Notice Addres	s)	(Zip Code)	(Phone)	
,	•	,	, ,	,	
CHECK ONE: ACCEPTANCE OF OFFER TO PURC CHECK ONE: CHECK	for Buyer's Accep	otance the terms of Buy			
REJECTION: Seller rejects the forego	oing offer.				
Gal 72	10/10				
(Seller's Signature)	(Date) (Time) (Seller's Signature)		(Date)	(Time)
(Seller's Names) (PLEASE PRINT)	(Notice Addres	s)	(Zip Code)	(Phone)	-
(Seller's Names) (PLEASE PRINT)	(Notice Addres	s)	(Zip Code)	(Phone)	<u> </u>
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SECURITY II 3140 S Main St Salt Lake City, UT	NVESTMENTS CORP 84115-3750	11/2 <u>N</u> 2016	/ 117 31-297/1240
PAY TO THE ORDER OF	WRE Real Estate Holding	\$[163,117.67
	lundred Sixty Three Thousand One Hundred Se	eventeen Dollars And Si	少 SEXION Ced ts
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	A DESCRIPTION OF THE PROPERTY	21.6	Ecces

B. Type of Loan Final Statement 1-5. Loan Type: Conventional Loan 6. File Number c16-97 7. Loan Number **FINAL Settlement Statement** 8. Mortgage Insurance Case Number Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked '(POC)' were paid outside this closing, they are shown here for informational purposes and are not included in the totals. Name of Buyer/Borrower: **ECO RANCHES** (Isaac Martin, Manager) Name of Seller: WRE REAL ESTATE HOLDINGS, LLC Name of Lender: Security Investment Corporation **Property Description:** Land Plymonth, Utah see exhibit "a" Plymonth, Utah Settlement Agent: Address: Place of Settlement Address: 10 W. Century Parkway, Salt Lake City, UT 84115 K. Summary of Seller's Transaction J. Summary of Borrower's Transactions 400 **Gross Amount Due To Seller** Gross Amount Due From Borrower 100 450,000.00 Contract Sales Price 450,000.00 401 101 Contract Sales Price 402 Personal Property Personal Property 102 4,850.00 403 **Total Deposits** Settlement Charges to borrower (line 1400) 103 104 105 Adjustments for items paid by seller in advance Adjustments for items paid by seller in advance 406 City/Town taxes 106 City/town taxes 1/0/00 407 County taxes 1/0/00 County taxes 408 Assessments Assessments 409 109 410 110 411 111 412 112 413 113 414 114 115 450,000.00 Gross Amount Due To Seller 454,850.00 120 **Gross Amount Due From Borrower** Reductions in Amount Due to Seller 500 Amounts Paid By Or In Behalf of Borrower 200 Excess deposit (see instructions) 500.00 501 *Deposit or earnest money 201 350.0 Settlement charges (line 1400) 453,500.00 502 Principal amount of new loan(s) 202 Existing loan(s) taken subject Existing loan(s) taken subject 203 504 Payoff of first mortgage loan 505 Payoff of second mortgage loan 205 506 206 507 207 508 208 509 209 Adjustments for items unpaid by seller Adjustments for items unpaid by seller 510 City/town taxes 210 City/town taxes 756,6 1/1/16 - 9/19/16 County taxes 756,63 511 1/1/16 - 9/19/16 211 County taxes 512 Assessments 212 Assessments 513 213 514 Inspection Inspection 214 515 215 516 216 517 217 518 218 519 219 1,106.63 **Total Reduction Amount Due Seller** 454,756.63 520 Total Paid By/For Borrower Cash At Settlement To/From Seller 300 Cash At Settlement From/To Borrower 450.000.00 Gross amount due to Seller (line 420) 454,850.00 601 Gross amt due from Borrower (line 120) 301 1,106.63 Less reductions in amts due to Seller (line 520) 454,756.63 602 Less amts paid by/for Borrower (line 220) 302 448,893,37 93.37 603 Cash (X To) (From) Seller Cash (X From) (To) Borrower The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement. Date 9/19/16

Settlement Agent:

... Settlement Charges Paid From #VALUE! Paid From \$450,000.00@ Total Sales/Broker's Commission based on price 700 Seller's Borrower's Division of Commission (line 700) as follows Funds at Funds at Settlement Settlement 702 less Earnest Money (\$500.00) 703 Commission paid at Settlement 704 800 Items Payable in Connection with Loan 4500.00 801 Loan Origination Fee 802 Loan Discount 803 Appraisal Fee 804 Credit Report Lender's Inspection Fee 805 Mortgage Insurance Application Premium 806 Assumption Fee 807 808 Tax Service Contract 809 Underwriting Fee Flood Certification Fee 810 Tax Research Fee Inspection Fee Document Processing Fee 814 815 Supplemental Summary 900 Items Required by Lender to be Paid in Advance 901 Interest Mortgage Insurance Premium 902 903 Hazard Insurance Premium 904 905 Supplemental Summary 1000 Reserve Deposited with Lender Hazard Insurance 1001 Mortgage insurance 1002 City Property Taxes 1003 1004 County Property Taxes 1005 Annual assessments 1008 Aggregate Accounting Adjustment 1100 Title Charges 250.00 250.00 Settlement or closing fee 1102 Abstract or title search 1103 Title examination 1104 Title Insurance Binder 1105 Document Fee 1106 Notary Fee 1107 Attorney Fee (includes above item numbers) Title Insurance - See supplemental page for breakdown of individual fees and payees (Includes above item number 100/116/8.1)* Lender's coverage Owner's coverage 1110 Incoming Wire Fee 1112 1113 Compliance Fee 1114 1115 1116 1117 Government Recording and Transfer Charges 1200 100.00 100.00 Release: Recording fees : Deed Mortgage: 1202 City/county tax/stamps: 1203 State tax/stamps: 1204 1205 1206 Additional Settlement Charges 1300 1301 Survey to Pest Inspection to Termite, Insect & Rodent Control 1302 1303 1304 1305 1306 1307 1308 1309 1310 1312 1313 1314 Supplemental Summary 4850.00 350.00 1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)

File No.

Borrower Charges

Borrower Credits

450,000.00

448,893.37

1,106.63

	Supplemental Page Settlement Statement	
	Final Statement	Loan No.
	Final Statement	Settlement Date: 9/19/16
orrower Name;	ECO RANCHES (Isaac Martin, Manager)	
eller Name:	WRE REAL ESTATE HOLDINGS, LLC	
Section L. Settlement (Charges Continued	Paid From Borrower's Seller's Funds at Funds at Settlement Settlement
1108	Supplemental Summary	4
a) Eagle Own	er's Policy	
b) Eagle Lend	der's Policy	

454,850.00

454,756.63

600 Cash At Settlement To/From Seller

603 Cash (X To) (From) Seller

601 Gross Amount Due to Seller (line 420)

602 Less reductions in amounts due to Seller (line 520)

Section J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower

200 Amounts Paid By Or In Behalf of Borrower

300 Cash At Settlement From/To Borrower

303 Cash (X From) (To) Borrower

301 Gross amount due from Borrower (line 120) 302 Less amounts paid by/for Borrower (line 220)

The following Section is restated from the Settlement Statement Page 1

a) Funds For Closing

201

Supplemental Summary

acket Refr 4 of:

ADDENDUM TO SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN A CONVENTIONAL LOAN TRANSACTION

Iran ?	Matris	9-19-16		
Borrower	ECO RANCHES	Date	Borrower	Date
Days	Matri	9-19-16		
Borrower	(Isaac Martin, Manager)	Date	Borrower	Date
nancing this transa	no knowledge of any loans that have bee	en or will be made to the born cales contract dated	, , ,	that I have not and will not pay or
nancing this transa eimburse the borro osts which have no	no knowledge of any loans that have bee action, other that those described in the s ower(s) for any part of the cash down pay of been previously disclosed in the sales	en or will be made to the born cales contract dated ment. I certify that I have no contract (including and adde	rower(s), or loans that have been or will be assu (including addenda). I certify of and will not pay or reimburse the borrower(s) enda).	r that I have not and will not pay or for any part of the borrower's closing
nancing this transa eimburse the borro osts which have no	no knowledge of any loans that have bee action, other that those described in the s ower(s) for any part of the cash down pay	en or will be made to the born cales contract dated ment. I certify that I have no contract (including and adde	rower(s), or loans that have been or will be assu (including addenda). I certify ot and will not pay or reimburse the borrower(s)	that I have not and will not pay or
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nancing this transacimburse the borroosts which have no seller	certification owledge, the Settlement Statement whin	pan or will be made to the born cales contract dated ment. I certify that I have no contract (including and added S, LLC Date Date Date Date Date Date Date Date	rower(s), or loans that have been or will be assu (including addenda). I certify of and will not pay or reimburse the borrower(s) enda). Seller	y that I have not and will not pay or for any part of the borrower's closing Date Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment, For details, see: Title 18 U.S. Code Sections 1001 and 1010.

ket Ref#

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:

Borrower(s)/Purchaser(s)	Seller(s)
ECO RANCHES 9-19-16 Date:	WRE REAL ESTATE HOLDINGS, LLC 9/19/16 Date:
(Isaac Martin, Manager)	
9-19-16 Date:	Date:
	-
Date:	Date:
The Settlement Statement which I have prepared is a true and accurate account of this this statement.	s transaction. I have caused or will cause the funds to be disbursed in accordance wit
Settlement Agent:	
	Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and Imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor,

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this <u>29th day of July, 2016</u> ("Offer Reference Date") <u>ECO RANCHES</u> ("Buyer") offers to purchase from <u>WRE Real Estate Holdings LLC</u> ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$500.00 in the form of <u>check</u> After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.
Buyer's Brokerage Phone:
Received by:on(Date)
OTHER PROVISIONS
1. PROPERTY: Approximately 92 acres plus 3 1.2 acre lots in Plymouth, Utah
also described as: Parcel #'s Tract 1: 08-041-0025, 08-041-0026, 08-041-0027, 08-041-0028, 08-042-0018, Tract 2: 08-041-0019, 08-041-0004, 08-041-0020
City of <u>Plymouth</u> , County of <u>Box Elder</u> State of Utah, <u>Zip 84330</u> (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3. 1.1 Included Items. (specify)
1.2 Excluded Items. (specify)None
1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale:
2. PURCHASE PRICE. The Purchase Price for the Property is \$450,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender. \$500.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable. \$TBD by Lender (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. \$(c) Seller Financing. (see attached Seller Financing Addendum)
\$TBD by Lender (d) Balance of Purchase Price in Cash at Settlement \$450,000.00 PURCHASE PRICE. Total of lines (a) through (d)
 3. SETTLEMENT AND CLOSING. 3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise

mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed:
(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing

Seller's Initials

Buyer's Initials

Page 1 of 6

instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

- 3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.
- 3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed

against the Property	shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)
documents) or as as	ssments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing sessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for yer [] Split Equally Between Buyer and Seller [] Other (explain)
3.5 Fees/Costs/P 2) of the fee charged any prepaid rents) slassociation and priva after the Settlement I sufficient funds to pa provisions of this Sec 3.6 Closing. For new loan have been	ayment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/d by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including hall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' ate and public utility service transfer fees, if any, and all utilities and other services provided to the Property Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, y off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The action 3.5 shall survive Closing. purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four settlement.
	eller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closing; Closing; [] Calendar Days after Closing; [] Other (explain)
Seller and Buyer sha	of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. all each be responsible for any insurance coverage each party deems necessary for the Property. Seller Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive
	OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure pective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:
Seller's Agent Seller's Brokerage	, represents [] Seller [] both Buyer and Seller as a Limited Agent;, represents [] Seller [] both Buyer and Seller as a Limited Agent;
Buyer's Agent Buyer's Brokerage	, represents [X] Buyer[] both Buyer and Seller as a Limited Agent;, represents [X] Buyer[] both Buyer and Seller as a Limited Agent.
to Buyer at Closing b	SURANCE. rty. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer.

- under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.
- 6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.
- 7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":
- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
 age 2 of 6

 Buyer's Initials Date 7/29 Page 2 of 6

- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify)	

8. BUYER'S CONDITIONS OF PURCHASE.

- **8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: **[X] IS [] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.
- (a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
- (b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.
- **8.2** APPRAISAL CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.
- (a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- **(b)** Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- **8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: **[X] IS [] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

Buyer's Initials IM	Date July 29 Seller's Initials	1/	Date 7/29
		7	

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided
in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing &
Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: [] WILL [X] WILL NOT deliver to the Buyer's
Brokerage, an Additional Earnest Money Deposit in the amount of \$ The Earnest Money Deposit and the
Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit,
or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.
9. ADDENDA. There [X] ARE [] ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: [X] Addendum No. 1 [] Seller Financing Addendum [] Other (specify)

10. AS-IS CONDITION OF PROPERTY.

- 10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.
- 10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

- 11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).
- 11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.
- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.
- **13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- **14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.
- 15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

- **16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.
- 16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.
- 17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.
- **18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

- **20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.
- **20.2** Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.
- 21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- **22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials Initials Date 7/29 Seller's Initials Date 7/29

24. CONTRACT DEADLINES. Buyer and	d Seller agree that the following deadlines	shall apply to the REP	D:	
(a) Seller Disclosure Deadline	5 days after acceptance (Date)			r. ž
(b) Due Diligence Deadline	60 days after acceptance (Date)			
(c) Financing & Appraisal Deadline	75 days after acceptance (Date)			
(d) Settlement Deadline	90 days after acceptance (Date)			
	NCE. Buyer offers to purchase the Propert AM [X] PM Mountain Time on July 30 by Deposit to Buyer. 729-16			
(Buyer's Signature)	(Offer Date) (Buyer's Signature		(Offer Date)	
Saac Martin (Buyer's Names) (PLEASE PRINT)	24050N 6000 W. flymouth (Notice Address)	, <i>UT</i> , 8 <u>4330</u> (Zip Code)	(Phone)	
(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)	
CHECK ONE: [] ACCEPTANCE OF OFFER TO PURC	CCEPTANCE/COUNTEROFFER/REJEC CHASE: Seller Accepts the foregoing offer for Buyer's Acceptance the terms of ADDENDUM NO	on the terms and condi	·	
REJECTION: Seller rejects the forego	ping offer.			
Seller's Signature	(Date) (Time) (Seller's Signature))	(Date) (T	ime)
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)	
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)	
opying or distribution without written consen	OCIATION OF REALTORS® for use solely by its tis prohibited. NO REPRESENTATION IS MADE PECIFIC TRANSACTION. IF YOU DESIRE SPECI	E AS TO THE LEGAL VALID	OITY OR ADEQUA	CY
COPYRIGHT® UTAH ASSOCIATION OF REALT	TORS® - 7.4.04 - REVISED - 4.22.10 - ALL RIGHT	TS RESERVED	UAR FO	RM 19
¥				

Buyer's Initials IM Date July 29 Seller's Initials Date 7/29



ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT



			REAL ESTATE PURCHASE CONTRACT	` '	tn
			luding all prior addenda and counteroffers,		
Eco Ranches as Buy	yer, and WR	E Real E	state Holdings LLC as Seller, regardin	g the Property	
located at Box Elder County					part of the
REPC:			,	· ·	
1. Buyer and Seller agree the	at the Ear	nest Mor	ney Deposit shall not be required	to be received	d until 4
days after Buyers Due Diligen	ice Deadlin	ne as refe	erenced in paragraph 24 (b) of the	Real Estate P	<u>urchase</u>
Contract.			10		
					
			EADLINES REFERENCED IN SECTION 2	4 OF THE REPO	(CHECK
APPLICABLE BOX): [X] REMAIN (JNCHANGE	D[]ARE	CHANGED AS FOLLOWS:		
			r		160
To the extent the terms of this ADD	ENDUM mo	diff. or conf	list with any provisions of the DEDC inclu	dina all neige add	landa and
			lict with any provisions of the REPC, inclu- ne REPC, including all prior addenda and o		
			Buyer shall have until $5:00$ [] AM [X] PI		
•					
			ADDENDUM in accordance with the prov	isions of Section	23 of the
REPC. Unless so accepted, the offe	r as set ionn	in this ADI	DENDOW shall lapse.		
$=$ ∞	327		1/92	7/00	1.
Sheet Wanter	7-29	216	dallan	1/0/	16
[] Buyer [] Seller Signature	(Date		ime) [] Buyer [] Seller Signature	(Date)	(Time)
	ACCEPT	ANCE/CO	UNTEROFFER/REJECTION		
CHECK ONE:			A Annua of this ADDENIDUM		
[] ACCEPTANCE: [] Seller [] Bu	•	•		NIMA NIO	
[] COUNTEROFFER: [] Seller []	Buyer pres	ents as a c	ounteroffer the terms of attached ADDEND	JUM NO	
Ser Mast	7-29	?//			
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
(0.9.1	(2010)	((Gig.ratars)	(2010)	()
[] REJECTION: [] Seller [] Buye	r rejects the	foregoing.	ADDENDUM.		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

JEAN I MARTIN DBA ECO RANCHES PO BOX 65463			107
SALT LAKE CTY UT 84165-0463	<u>DATE</u>	9-14-16	107
PAY TO THE Washakie Rea	vable energy 110	\$ 500.00	
five hadred dollar usbank.	5	DOLLARS () ==
МЕМО	_ Isan	w Mate	
#124302150s 153		- Caro	MP

		6
3-1	FRAN 151 /62	31-297/1240 2180
	9/27/2016	
PAY(0 the) WRE Real Estate Holdings, LLC	<u>Date</u>	448,893.37
PAY to the order of Four Hundred Forty Eight Thousand Eight Hundred Ninety Three D	oollars And Thirty Seven Cents D	ollars 🛈 🎉
WELLS Wells Fargo Bank, N.A. Utah wellsfargo.com	~ 10	
For	32286811 Sauce	/ Million Mills of the state of

	F-1611				
A	Final Statement		-	151	B. Type of Loan oan Type: Conventional Loan
ı				1-3, 13	oan Type. Conventional Loan
l l				6 File	Number
l				U. I NO	c16-100
l	EINAL Cattlement States			7 1 00	an Number
ı	FINAL Settlement Stater	nent		1.200	Trivalistic)
ı				B. Mor	rlgage Insurance Case Number
					tgage manage and tempor
	Note: This form is furnished to give you a statement of calvel cattlement	and posts. Amounts sold to and I	and be	astlement asset as a large Manager Autopage and Autopage	
c.	Note: This form is furnished to give you a statement of actual settlem for informational purposes and are not included in the totals.	ent costs. Amounts paid to and t	by the	settlement agent are snown, items marked (POC) were paid out	side this closing, they are shown here
D.	Name of Buyer/Borrower:				
ı	ECO RANCHES				
ı	(Shain Stoddard, Manager)				
E.	Name of Seller:		_		
ļ .	WRE REAL ESTATE HOLDINGS, LLC				
1					
_					
F.	Name of Lender: Security Investment Corporation				
l	decarty investment corporation				
G.	Property Description:			3	
	Land Plymonth, Utah see exhibit "a"				
Н.	Plymonth, Utah Settlement Agent:				
n.	Address:				
i.	Place of Settlement Address:				
	10 W. Century Parkway, Salt Lake City, UT	84115			
1.0	(B) (T) (T)		111.0		
100	mmary of Borrower's Transactions Gross Amount Due From Borrower		400	ummary of Seller's Transaction Gross Amount Due To Seller	
101	Contract Sales Price	306,400.00		Contract Sales Price	306,400.0
102	Personal Property		402	Personal Property	
103	Settlement Charges to borrower (line 1400)	4,704.00		Total Deposits	
104			404		
	tments for items paid by seller in advance		405	stments for items paid by seller in advance	
106	City/town taxes		406	City/Town taxes	
107	County taxes 1/0/00		407	County taxes 1/0/00	
108	Assessments		408	Assessments	
109			409		
110			410		
111			411	/	
113			413		
114			414		
115			415		
120	Gross Amount Due From Borrower	311,104.00	420	Gross Amount Due To Selfer	306,400.00
200	Amounts Paid By Or In Behalf of Borrower		500	Reductions in Amount Due to Seller	
201	*Deposit or earnest money	1,000.00		Excess deposit (see instructions)	
202	Principal amount of new loan(s)	308,454.00		Settlement charges (line 1400)	350.00
204	Existing loan(s) taken subject		503 504	Existing loan(s) taken subject Payoff of first mortgage loan	
205			505	Payoff of second mortgage loan	
206			506		
207			507		
208			508		
209 Adjust	tments for items unpaid by seller		509 Adia	stments for items unpaid by seller	
210	City/town laxes		510	City/town taxes	
211	County taxes 1/1/16 - 11/17/16	1,511.19		County taxes 1/1/16 - 11/17/1	6 1,511,19
212	Assessments	7,011.13	512	Assessments	
213			513		
214	Inspection		514	Inspection	
215 216			515 516		
217			517		
218			518		
219			519		
220	Total Paid By/For Borrower	310,965.19	_	Total Reduction Amount Due Seller	1,861.19
300	Cash At Settlement From/To Borrower		600	Cash At Settlement To/From Seller	
301	Gross amt due from Borrower (line 120)	311,104.00	601	Gross amount due to Seller (line 420)	306,400.00
302	Less amts paid by/for Borrower (line 220)	310,965.19		Less reductions in amts due to Seller (line 520)	1,861.19
303	Cash (X From) (To) Borrower	138.81	1003	Cash (X To) (From) Seller	304,538.81
	ttlement Statement which I have prepared is a true and accurate account nent Agent:	of this transaction. I have caus	ed or	will cause the funds to be disbursed in accordance with this stater	ment. Date: 11/17/16

Settlement Agent:

* See supplemental Page for details

2 of 5

700	tlement Charges Total Sales/Broker's Commission based on price \$306,400.00 @ = #VALUE!	Deld E	D-115
700	Total Sales/Broker's Commission based on price \$306,400.00 @ ##VALUEI Division of Commission (line 700) as follows	Paid From	Paid From
701	Division of Commission fine 700/ as follows	Borrower's	Seller's
702	less Earnest Money (\$1,000.00)	Funds at Settlement	Funds at Settlement
703	Commission paid at Settlement	Contient	Octilement
704			1700
800	Items Payable in Connection with Loan		
801	Loan Origination Fee	3054.00	
802	Loan Discount		
804	Appraisal Fee Credit Report		
805	Charles inspection Fee		
806	Mortgage Insurance Application Premium		
307	Assumption Fee	latri	
808	Tax Service Contract		
309	Underwriting Fee		
810	Flood Certification Fee		
311	Tax Research Fee		
312	Inspection Fee		
114	Document Processing Fee		
315			
	emental Summary		
00	Ilems Required by Lender to be Paid in Advance		
001	Interest	P-1	
02	Mortgage Insurance Premium		
903	Hazard Insurance Premium		
04			
05			
-	mental Summary		
1000	Reserve Deposited with Lender Hazard Insurance		
002	Mortgage Insurance		
1003	City Property Taxes		
004	County Property Taxes		
005	Annual assessments		
006			
007			
800	Aggregate Accounting Adjustment		
100	Title Charges		
1101	Settlement or closing fee	500.00	250
102	Abstract or title search		
103	Title examination Title Insurance Binder		
105	The insurance pinder Document Fee	300.00	
106	Notary Fee	300.00	
107	Attorney Fee	750.00	
	(includes above item numbers)	700.00	
108	Title Insurance - See supplemental page for breakdown of individual fees and payees		
	(Includes above item number 100/116/8.1)*		
109	Lender's coverage		
110 111	Owner's coverage Incoming Wire Fee		
112	moning whe ree		
113	Compliance Fee		
114			
115			
116			
117			
200	Government Recording and Transfer Charges		
201	Recording fees: Deed Mortgage: Release:	100.00	100
202	City/county tax/stamps; State tax/stamps:		
203	usas savesamps.		
205			
206			
300	Additional Settlement Charges		
301	Survey to		
302	Pest Inspection to Termite, Insect & Rodent Control		
303			
304			
305			
306			
07 000			
308 309			
110			
311			
312			
313			-
314			
	mental Summary		
10 bilet			
7			
uppler 400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	4704.00	

Settlement Statement

Packet Ref# 3 of 5

1				
		· · · · · · · · · · · · · · · · · · ·		
Su	pplemental Page		File No.	
	dement Statement			
	100		Loan No.	
Fina	al Statement			
			Settlement Date:	
			11/17/16	
orrower Name:				
ECO RANCHES				
(Shain Stoddard, Manager)				
allar Name				
eller Name: WRE REAL ESTATE HOLDINGS, LLC				
	1			
WRE REAL ESTATE HOLDINGS, LLC	· v		Paid From	Paid From
WRE REAL ESTATE HOLDINGS, LLC	V		Borrower's	Seller's
WRE REAL ESTATE HOLDINGS, LLC	16		Borrower's Funds at	Seller's Funds at
WRE REAL ESTATE HOLDINGS, LLC	· · · · · · · · · · · · · · · · · · ·		Borrower's	Seller's
WRE REAL ESTATE HOLDINGS, LLC	· ·		Borrower's Funds at	Seller's Funds at
wre real estate Holdings, LLC action L. Settlement Charges Continued Supplemental Summary	Ti and the second secon		Borrower's Funds at	Seller's Funds at
action L. Settlement Charges Continued 1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy	V		Borrower's Funds at	Seller's Funds at
ection L. Settlement Charges Continued Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy section J. Summary of Borrower's Transaction continue			Borrower's Funds at Settlement	Seller's Funds at Settlement
ection L. Settlement Charges Continued Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy settion J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower			Borrower's Funds at	Seller's Funds at
ection L. Settlement Charges Continued Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy section J. Summary of Borrower's Transaction continue	· ·		Borrower's Funds at Settlement	Seller's Funds at Settlement
ection L. Settlement Charges Continued 1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy section J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower			Borrower's Funds at Settlement	Seller's Funds at Settlement
action L. Settlement Charges Continued 1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy section J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing			Borrower's Funds at Settlement	Seller's Funds at Settlement
ection L. Settlement Charges Continued 1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy ection J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing		600 Cash At Sattlement To/From Sollar	Borrower's Funds at Settlement	Seller's Funds at Settlement
ection L. Settlement Charges Continued 1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy ection J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing the following Section is restated from the Settlement Statement Page 1 300 Cash At Settlement From/To Borrower	311 104 00	600 Cash At Settlement To/From Seller	Borrower's Funds at Settlement	Seller's Funds at Settlement Borrower Credits
1108 Supplemental Summary a) Eagle Owner's Policy b) Eagle Lender's Policy section J. Summary of Borrower's Transaction continue 100 Gross Amount Due From Borrower 200 Amounts Paid By Or In Behalf of Borrower 201 Supplemental Summary a) Funds For Closing	311,104.00 310,965.19	600 Cash At Settlement To/From Seller 601 Gross Amount Due to Seller (line 420) 602 Less reductions in amounts due to Seller (Borrower's Funds at Settlement Borrower Charges	Seller's Funds at Settlement

Settlement Statement

acket Ref #

ADDENDUM TO SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN A CONVENTIONAL LOAN TRANSACTION

transaction, other	ve no knowledge of any loans that have been our than those described in the sales contract da down payment, I certify that I (we) have not and sales contract (including addenda) and/or my a	ted I will not receive any payn	(including addenda). I certify that I (w nent or reimbursement for any of my (our) clo	e) have not been paid or reimbursed for sing costs which have not been previously
Borrower	ECG-RANCHES	////7 Daté	Borrower	Date
Borrowar		Date	Barrowa	Jule
Borrower	(Shain Stoddard, Manager)	Date	Borrower	Date
	CERTIFICATION	OF BUYER IN A CO	NVENTIONAL LOAN TRANSACTION	N
financing this tra reimburse the bo	ve no knowledge of any loans that have been of insaction, other that those described in the sale provents, for any part of the cash down payme a not been previously disclosed in the sales con	es contract dated int. I certify that I have no intract (including and adde	(including addenda). I cer t and will not pay or reimburse the borrower(s	tify that I have not and will not pay or
Seller	WRE REAL ESTATE HOLDINGS,	LC Date	Seller	Date
Seller		Date	Seller	Date
			NVENTIONAL LOAN TRANSACTIO	
and the funds re	y knowledge, the Settlement Statement which le ceived have been or will be disbursed by the un ich were executed by the borrower(s) and selle	ndersigned as part of the		
			Settlement Agent	Date

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment, For details, see: Title 18 U.S. Code Sections 1001 and 1010.

Settlement Statement

s of 5

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction, I further certify that I have received a copy of the Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:	
Borrower(s)/Purchaser(s)	Seller(s)
ECO RANCHES 1//17	WRE REAL ESTATE HOLDINGS, LLC
Date:	Date:
(Shain Stoddard, Manager)	
Date:	Date:
Date:	Date:
The Settlement Statement which I have prepared is a true and accurate account of this trans this statement.	saction. I have caused or will cause the funds to be disbursed in accordance with
Settlement Agent:	
	Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and Imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



REAL ESTATE PURCHASE CONTRACT **FOR LAND**



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor,

	OFFER TO PURCHASE AND EARNEST MONEY DE	EPOSIT
Washakie Renewable Enewith this offer, or [] agrees the Earnest Money in the amount of Seller, and receipt of the Earnest	. 2016 ("Offer Reference Date") Eco Ranches ergy, LLC ("Seller") the Property described below and to deliver no later than four (4) calendar days after A of \$1,000.00 in the form of Check After st Money by the Brokerage, the Brokerage shall have forming the Region of Recount.	[] delivers to the Buyer's Brokerage Acceptance (as defined in Section 23), Acceptance of the REPC by Buyer and
Buyer's Brokerage	Phone:	_
Received by:	above acknowledges receipt of Earnest Money)	1
(Signature	above acknowledges receipt of Earnest Money)	(Date)
	OTHER PROVISIONS	
1. PROPERTY: Approximatel	y 472 Acres of Land in Box Elder County	
also described as: Parcel #08	-045-0005 & 08-044-0004	
term "Property" shall include the any, referenced in Sections 1.1,	nty of Box Elder State of Utah, Zip 84330 and Property described above, together with the studed and 1.3. Solve 1.3 State of Utah, Zip 84330 and 1.3.	d Items and water rights/water shares, if
1.2 Excluded Items. (specify)	
source for Seller's current culinal will be conveyed or otherwise tra	hase Price for the Property shall include all water right ry water service and irrigation water service, if any, to the ansferred to Buyer at Closing by applicable deed or legal specifically excluded from this sale:	e Property. The water rights/water shares al instruments. The following water rights/
Purchase Price shall be paid as adjusted as deemed necessary \$\frac{1,000.00}{\text{non-refundable}}\$ (a) Earnest Monon-refundable \$\frac{378,000.00}{\text{oon}}\$ (b) New Loan.	oney Deposit. Under certain conditions described in the	unts shown in 2(b) and 2(d) may be e REPC, this deposit may become totally
	Purchase Price in Cash at Settlement RICE. Total of lines (a) through (d)	
3. SETTLEMENT AND CLOSIN	G.	

Page 1 of 6

Buyer's Initials ____

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller Inder these documents

Date _____ Seller's Initials

	cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35731 Page 192 of 298
office, in the form of common states of the	
	ny portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)
documents) or as ass	sments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing sessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for ver [] Split Equally Between Buyer and Seller [] Other (explain) None
The provisions of this	Section 3.4 shall survive Closing.
3.5 Fees/Costs/Pa 2) of the fee charged any prepaid rents) sh association and privat after the Settlement D sufficient funds to pay provisions of this Sect 3.6 Closing. For p new loan have been chave been recorded in	by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including all be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' te and public utility service transfer fees, if any, and all utilities and other services provided to the Property eadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The tion 3.5 shall survive Closing. Surposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four
calendar days after Se	extrement.
	ler shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closing; osing; [] Calendar Days after Closing; [] Other (explain)
Seller and Buyer sha	of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Il each be responsible for any insurance coverage each party deems necessary for the Property. Seller Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive
	OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure ective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:
Seller's Agent	, represents [] Seller [] both Buyer and Seller as a Limited Agent;
Seller's Brokerage	represents [] Seller [] both Buyer and Seller as a Limited Agent;
Buyer's Agent Buyer's Brokerage	, represents [] Buyer[] both Buyer and Seller as a Limited Agent;, represents [] Buyer[] both Buyer and Seller as a Limited Agent.
to Buyer at Closing by Commitment for Title I under Section 8. Buye agreements affecting provisions of this Sect 6.2 Title Insurance insurance agency that	ty. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the nsurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer r also agrees to accept title to the Property subject to any existing leases rental and property management the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The ion 6.1 shall survive Closing. See. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title nal title insurance coverage desired by Buyer shall be at Buyer's expense.
Buyer the following do	CURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to cuments in hard copy or electronic format which are collectively referred to as the "Seller Disclosures": Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided
(b) a Commitment for	or Title Insurance as referenced in Section 6.1; strictive covenants (CC&R's), rules and regulations affecting the Property; Buyer's Initials Date Seller's Initials Date

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- (d) a copy of the most recent minutes, bu t and financial statement for the homeowile association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify)	

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.
- (a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
- (b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.
- **8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: **[X] IS [] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.
- (a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- **(b)** Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- 8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: [X] IS [] IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

										the REPC									
in	Section	ns 8.1	, 8.2	or 8.3(a)	, then no	o later	than	the	Due	Diligence	Deadline	refer	enced in	n Sect	ion 24(), or th	ne Fi	nancing	3 &
										//					///				

age 3 of 6	Buyer's Initials	1/	Date	Seller's Initials	4	Date
		, ,				

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Appraisal Deadline referenced in Section 2), whichever is later, Buyer: [] WILL NOT deliver to the Buyer's
Brokerage, an Additional Earnest Money Deposit in the amount of \$ The Earnest Money Deposit and the
Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit,
or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.
9. ADDENDA. There [] ARE [X] ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the
following addenda are incorporated into the REPC by this reference: [] Addendum No [] Seller Financing Addendum
[] Other (specify)
10. AS-IS CONDITION OF PROPERTY.
10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical

- 10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.
- 10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

- 11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).
- 11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.
- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.
- 13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- 14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.
- 15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

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Buyer's Initials	Date	Seller's Initials	Date	

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- **16.1 Buyer Default.** If Buyer defaults, pr may elect one of the following remedic a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.
- 16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable, or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.
- 17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.
- 18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

- **20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.
- **20.2** Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.
- 21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- **22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

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Buyer's Initials _		7 Date	Seller's Initials	Date	

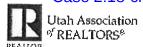
Page 5 of 6

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4. CONTRACT DEADLINES. Buyer and) Seuer agree that th	e following deadlines shall a) ادراv to the REPC) :	
a) Seller Disclosure Deadline		ceptance (Date)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
b) Due Diligence Deadline		cceptance (Date)			
c) Financing & Appraisal Deadline	Case vital and Tourish States	cceptance (Date)			
d) Settlement Deadline		cceptance (Date)			
ioes not accept this offer by: 5 : 00 [] ne Brokerage shall return any Earnest Mo	AM [X] PM Mounta	ain Time on <u>October 15, 2</u>			
Buyer's Signature)	(Offer Date)	(Buyer's Signature)		(Offer Dat	te)
Shain Stonderd (Buyer's Names) (PLEASE PRINT)	(Notice Address	s)	(Zip Code)	(Phone)	-
(Buyer's Names) (PLEASE PRINT)	(Notice Address	s)	(Zip Code)	(Phone)	-
A	CCEPTANCE/COU	NTEROFFER/REJECTION			
CHECK ONE:					
] ACCEPTANCE OF OFFER TO PURC	HASE: Seller Accep	ots the foregoing offer on the	terms and condi	tions specific	ed above.
] COUNTEROFFER: Seller presents	for Buyer's Accep	tance the terms of Buyer's	offer subject	to the exce	ptions or
nodifications as specified in the attached	ADDENDUM NO.	.			
] REJECTION: Seller rejects the forego	ing offer,			6	
Søller's Signature)	(Date) (Time)	(Seller's Signature)		(Date)	(Time)
Seller's Names) (PLEASE PRINT)	(Notice Address		(Zip Code)	(Phone)	_,
(Seliel's Names) (FLEASE FINNT)	(Notice Address	'/	(Zip Code)	(1110110)	
			:		_
(Seller's Names) (PLEASE PRINT)	(Notice Address	5)	(Zip Code)	(Phone)	
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Buyer's Initials _____ Date _____ Date _____

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REAL ESTATE PURCHASE CONTRACT **FOR LAND**



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor,

OFFER TO PURCHASE AND EARNEST M	IONEY DEPOSIT
On this 10th day of October, 2016 ("Offer Reference Date") Eco Ranch	nes ("Buyer") offers to purchase from
Washakie Renewable Energy, LLC ("Seller") the Property described b	
with this offer, or [] agrees to deliver no later than four (4) calendar da	ays after Acceptance (as defined in Section 23),
Earnest Money in the amount of \$1,000.00 in the form of Check	After Acceptance of the REPC by Buyer and

Earnest Money in the Seller, and receipt of t	amount of \$ <u>1,000.00</u> in the form of <u>Check</u> the Earnest Money by the Brokerage, the Brokerage sl o the Brokerage Real Estate Trust Account.	After Acceptance of the REPC by Buyer and
Buyer's Brokerage	Phone:	
Received by:		on
	(Signature above acknowledges receipt of Earnest Money)	(Date)
	OTHER PROVISIONS	
1. PROPERTY: Appro	oximately 472 Acres of Land in Box Elder Cou	unty
also described as: <u>Par</u>	rcel #08-045-0005 & 08-044-0004	COLUMN TO THE
City of <u>Plymouth</u> term "Property" shall in any, referenced in Sec	, County of <u>Box Elder</u> State of Utah, <u>Zip</u> <u>84</u> nclude the Property described above, together with th tions 1.1, and 1.3.	4330 (the "Property"). Any reference below to the ne Included Items and water rights/water shares, if
1.1 Included Items.	(specify)2 residential well permits/rights & Stoo	ck permit
1.2 Excluded Items.	(specify)	
source for Seller's curre vill be conveyed or oth	The Purchase Price for the Property shall include all vent culinary water service and irrigation water service, if erwise transferred to Buyer at Closing by applicable deable, are specifically excluded from this sale:	any, to the Property. The water rights/water shares eed or legal instruments. The following water rights/
Purchase Price shall be adjusted as deemed ne \$1,000.00 (a) Ea non-re \$378,000.00 (b) Ne \$ (c) Se	The Purchase Price for the Property is \$379,000.00 as paid as provided in Sections 2(a) through 2(d) below. A cessary by Buyer and the Lender. A cessary by Buyer and the Lender certain conditions described a cessary by Buyer may apply for mortgage loan financing and the Lender Financing. (see attached Seller Financing Addenoted Seller Financing Addenoted Seller Financing Addenoted Seller Financing.)	Any amounts shown in 2(b) and 2(d) may be ribed in the REPC, this deposit may become totally (the "Loan") on terms acceptable to Buyer.
378,000.00 PURC	HASE PRICE. Total of lines (a) through (d)	
. SETTLEMENT AND 3.1 Settlement Sett	CLOSING.	eadline referenced in Section 24(d), or as otherwise

mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

Date _____ Seller's Initials Buyer's Initials Page 1 of 6

Case 2:18-	-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35737 Page 198	8 of 298
office, in the form of compact of the second	any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-bacl	es for the curren in Section 24(d) provisions of this k taxes assessed
against the Property	shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller []	Other (explain)
documents) or as ass	ssments. Any assessments for capital improvements as approved by the HOA (pursuant to sessed by a municipality or special improvement district, prior to the Settlement Deadline yer [] Split Equally Between Buyer and Seller [] Other (explain) None	
3.5 Fees/Costs/Pa 2) of the fee charged any prepaid rents) sh association and prival after the Settlement D sufficient funds to pay provisions of this Sect 3.6 Closing. For p new loan have been of	ayment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each by the escrow/closing office for its services in the settlement/closing process. Tenant denall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible at and public utility service transfer fees, if any, and all utilities and other services provided Deadline. The escrow/closing office is authorized and directed to withhold from Seller's process of on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens are stion 3.5 shall survive Closing. Purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed that the office of the county recorder.	eposits (including for homeowners d to the Property ceeds at Closing, nd warrants. The proceeds of any osing documents
	eller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Closin closing; [] Calendar Days after Closing; [] Other (explain)	g;
Seller and Buyer sha	of the Property prior to or after Closing, between Buyer and Seller, shall be by separate wrall each be responsible for any insurance coverage each party deems necessary for the Property to Buyer free of debris and personal belongings. The provisions of this Section	Property. Seller
	OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency pective agent that has disclosed the agency relationships confirmed below. At the signing or	
Seller's Agent	, represents [] Seller [] both Buyer and Seller as a L	∟imited Agent:
Seller's Brokerage	, represents [] Seller [] both Buyer and Seller as a L	-
Buyer's Agent	, represents [] Buyer [] both Buyer and Seller as a	Limited Agent:
Buyer's Brokerage	, represents [] Buyer[] both Buyer and Seller as a L	_
to Buyer at Closing by Commitment for Title I under Section 8. Buye agreements affecting provisions of this Section 6.2 Title Insurance insurance agency that	rty. Seller represents that Seller has fee title to the Property and will convey marketable title by general warranty deed. Buyer does agree to accept title to the Property subject to the Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and apper also agrees to accept title to the Property subject to any existing leases rental and proper the Property not expiring prior to Closing which were provided to Buyer pursuant to Setion 6.1 shall survive Closing. ce. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, it issued the Commitment, the most current version of an ALTA standard coverage owner and title insurance coverage desired by Buyer shall be at Buyer's expense.	e contents of the proved by Buyer rty management ection 7(e). The through the title
Buyer the following do (a) a written Seller F in Section10.2;	SURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller ocuments in hard copy or electronic format which are collectively referred to as the "Seller Departy Condition Disclosure (Land) for the Property, completed, signed and dated by Seller Departy Condition Disclosure (Land) for the Property, completed, signed and dated by Seller Departy Condition Disclosure (Land) for the Property, completed, signed and dated by Seller Departy Condition Disclosure (Land) for the Property (Land) for the Propert	Disclosures":
	for Title Insurance as referenced in Section 6.1; strictive covenants (CC&R's), rules and regulations affecting the Property;	
Page 2 of 6	Buyer's Initials Date Seller's Initials	Date

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- (d) a copy of the most recent minutes, bu and financial statement for the homeow association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h)	Other (specify)	
٠,	1 7/	

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [X] IS [] IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.
- (a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.
- (b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.
- **8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: **[X] IS [] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.
- (a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.
- **8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: **[X] IS [] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.
- (a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.
- (b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL	EARNEST MONEY	DEPOSIT.	If the REPC	has not	been previously	cancelled by	Buyer as	provided
in Sections 8.1, 8.2 or	8.3(a), then no later	than the D	ue Diligence	Deadline	referenced in S	Section 24(b),	or the Fin	ancing &
Page 3 of 6	Bu	yer's Initials_	17	_ Date	Seller's Ini	tials 4	Date	

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

- 11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).
- 11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.
- 12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.
- 13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- 14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.
- 15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFA!	JLT.	
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Buyer's Initials _	/7_	Date	Seller's Initials	Date	

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- **16.1 Buyer Default.** If Buyer defaults, S r may elect one of the following remedie a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Larnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.
- 16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.
- 17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.
- **18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

- **20.1** Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.
- **20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.
- 21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- 22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials ______ Date _____ Seller's Initials _____ Date _____

Page 5 of 6

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			ייין to the REPC	<i>)</i> :	
(a) Seller Disclosure Deadline	Section 11 Section 11				
(b) Due Diligence Deadline	***************************************				
(c) Financing & Appraisal Deadline	65 days after a	cceptance (Date)			
(d) Settlement Deadline	75 days after a	cceptance (Date)			
loes not accept this offer by: <u>5</u> : <u>00</u> [] A he Brokerage shall return any Earnest Mor	AM [X] PM Mountaney Deposit to Buy	ain Time on <u>October 15, 2</u> er.	e above terms a 016 (Date), this	offer shall	apse; and
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)		(Ollei Da	110)
Sham Shodows (Buyer's Names) (PLEASE PRINT)	(Notice Address	3)	(Zip Code)	(Phone)	±1 ——18
(Buyer's Names) (PLEASE PRINT)	(Notice Address		(Zip Code)	(Phone)	 2
(Buyers Names) (PLEASE PRINT)	(Notice Address	P)	(Zip Gode)	(1 110110)	
	75 days after acceptance (Date) REPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller OO [] AM [X] PM Mountain Time on October 15, 2016 (Date), this offer shall lapse; and rnest Money Deposit to Buyer. (Offer Date) (Buyer's Signature) (Offer Date) (Notice Address) (Zip Code) (Phone) ACCEPTANCE/COUNTEROFFER/REJECTION D PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above. resents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or ittached ADDENDUM NO To foregoing offer. (Date) (Time) (Seller's Signature) (Date) (Time) (Notice Address) (Zip Code) (Phone)				
Søller's Signature) ((Date) (Time)	(Seller's Signature)		(Date)	(Time)
Sacon Kingston (Seller's Names) (PLEASE PRINT)	- (Notice Address	;)	(Zip Code)	(Phone)	0
(Seller's Names) (PLEASE PRINT)	(Notice Address	s)	(Zip Code)	(Phone)	0
opying or distribution without written consent i	s prohibited. NO REF	PRESENTATION IS MADE AS TO	THE LEGAL VALI	DITY OR ADE	QUACY
COPYRIGHT© UTAH ASSOCIATION OF REALTO	DRS® - 7.4.04 - REVIS	ED - 4.22.10 - ALL RIGHTS RESE	ERVED	UA	R FORM 19
rage 6 of 6	suyer's Initials	Date Seller	r's Initials	Date)

Page 6 of 6

SECURITY II 3140 S Main St Salt Lake City, UT	NVESTMENTS CORP 84115-3750	11/1872016	/ 112 31-297/124
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ECO RANCHES, LLC 24050 N 6000 W Plymouth, UT 84330

Exhibit G

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 Regel D 05/7467 Perpe 206 of 298 11/18/2016 03:24:52 P' 1294 P: 1055 Pages: 2

WHEN RECORDED, MAIL TO: Filed 04/24/23 Regel D 05/7467 Perpe 206 of 298 11/18/2016 03:24:52 P' 1294 P: 1055 Pages: 2

WHEN RECORDED, MAIL TO: Chad floring overy: Box Elder County Recorder Chad floring over the chad floring over

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330

Warranty Deed

	WASHAKIE RE	NEWABLE	ENERG	Y, LL	C	, grantor,	
of	Salt Lake		, County o	of	Salt Lake	,S	tate of Utah,
hereb	y CONVEY and WARRANT to	o					
			ECO RAN	NCHES		, gran	tee,
of	Plymouth		, County o	of	Box Elder	, State	e of Utah,
for th	e sum of TEN and no/100 d other good and valuable consid	eration			a a produce de la composición de la co	****	DOLLARS,
the fo	llowing described tract of land	d in	Box Elder	г		County, State of	Utah, to-wit:
	See Attached Exhibit "A"						
WIT	NESS the hand of said grantor	, this 8	day of		November	/, 2016 <u></u>	
Signe	ed in the presence of		I I	By: WASH LLQ	AKIE RENEY	ABLE EVERCY	
STA	TE OF UTAH	-				. Here	
COU	NTY OF	ss.					
gy,	day of Who being by me Who within and fore members and said Management	duly sworn die	d say that he	e/she is ned in b	the Mane	before meofof	faresolution
r	Notary Public PACHEL A. KINGST Commission 9688028 My Commission 9688028	ON	-4	Pace	Notary Pu	Kugito	

EXHIBIT "A"

PARCEL 1: 08-045-0005

LOTS 1, 2, AND 3, THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH 11°08'33" WEST 60.48 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 12°29'56" WEST 145.22 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN INTERSECTION WITH AN EAST-WEST FENCE; THENCE CONTINUING NORTH 15°32'01" WEST 286.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0°55'08" WEST 2060.96 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET, RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1744.69 FEET; THENCE SOUTH 89°25'26" WEST 371.77 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH,

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, AND AN EXISTING EAST-WEST FENCE, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE, 60.48 FEET NORTH 11°08'33" WEST AND 145.22 FEET NORTH 12°29'56" WEST FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 15°32'01" WEST 286.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0°55'08" WEST 2060.956 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1538.44 FEET TO SAID EAST-WEST FENCE; THENCE SOUTH 89°38'22" WEST 359.98 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

PARCEL 2: 08-044-0004

LOTS 4, 5, 6, 7, WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS THAT PORTION DEEDED TO STATE ROAD.



Tax Serial Number: Parcel# 08-045-0005, 08-044-0004

RECORDATION REQUESTED BY:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

SEND TAX NOTICES TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated November 8, 2016, among ECO RANCHES, whose address is 24050 N. 6000 W., Plymouth, UT 84330 ("Trustor"); Security Investment Corporation, whose address is 2970 South Main St., Suite 250, Salt Lake City, UT 84115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Box Elder County County, State of Utah:

See Attached Exhibit "A"

(Continued)

Loan No: 4095683

Page 2

The Real Property or its address is commonly known as Land in Box Elder County, Plymouth, UT 84330. The Real Property tax identification number is Parcel# 08-045-0005, 08-044-0004.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust.

Loan No: 4095683

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Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Truster shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

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Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at

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least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing:
(1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during

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either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Truster shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Truster shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further

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assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This Includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable

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law.

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UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses

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Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Box Elder County County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under

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this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance

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with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Security Investment Corporation, and its successors and assigns.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and

Loan No: 4095683

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local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Note. The word "Note" means the promissory note dated November 8, 2016, in the original principal amount of \$363,650.50 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Loan No: 4095683

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Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 and any substitute or successor trustees.

Trustor. The word "Trustor" means ECO RANCHES.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ECO RANCHES

By:

Shain Stoddard, Member of ECO RANCHES

DEED OF TRUST

Notary Public in and for the State of Utable REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) Trustee The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are sereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust which is delivered to you together with this Deed of Trust), and to reconvey, without warranty of the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: Beneficiary: Beneficiary:	Loan No: 4095683	(Continued)	Page 16		
On this	LIMITED LIA	ABILITY COMPANY ACKNOWLEDG	GMENT		
On this	STATE OF Utali)			
On this	E //				
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) Trust en undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Notes secured by the terms of this Deed of Trust on behalf of the State of Utah REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) Trust en undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured with the Deed of Trust or pursuant to any applicable statute, to cancel the Note secured with the Deed of Trust or pursuant to any applicable statute, to cancel the Note secured with the Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by the Deed of Trust or pursuant to any applicable	COUNTY OF _Salf 1	lake)			
(To be used only when obligations have been paid in full) Trustee The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are needly directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust which is delivered to you together with this Deed of Trust), and to reconvey, without warranty to the parties designated by the terms of this Deed of Trust, the estate now held by you under his Deed of Trust. Please mail the reconveyance and Related Documents to: Beneficiary: Beneficiary:	and known to me to be a mexecuted the Deed of Trust and act and deed of the limited lial or its operating agreement, for that he or she is authorized to Trust on behalf of the limited limite	ember or designated agent of the limite and acknowledged the Deed of Trust to be billity company, by authority of statute, it or the uses and purposes therein mention of execute this Deed of Trust and in fact its interest and in fact interest and in fact its interest and its intere	nber of ECO RANCHES, and liability company that the the free and voluntary as articles of organization and, and on oath stated at executed the Deed of		
The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are nereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust which is delivered to you together with this Deed of Trust), and to reconvey, without warranty to the parties designated by the terms of this Deed of Trust, the estate now held by you under his Deed of Trust. Please mail the reconveyance and Related Documents to: Beneficiary: Beneficiary:			r full)		
Frust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are neerby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust which is delivered to you together with this Deed of Trust), and to reconvey, without warranty to the parties designated by the terms of this Deed of Trust, the estate now held by you under his Deed of Trust. Please mail the reconveyance and Related Documents to: Beneficiary: Beneficiary: By:	Tourse				
Date:Beneficiary:	Trust. All sums secured by hereby directed, upon paymen of Trust or pursuant to any ap (which is delivered to you toge to the parties designated by the	this Deed of Trust have been fully paid t to you of any sums owing to you unde plicable statute, to cancel the Note secur other with this Deed of Trust), and to reco	and satisfied. You are the terms of this Deed ed by this Deed of Trust privey, without warranty, a now held by you under		
By*		Ronafic	iarv:		
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EXHIBIT "A"

PARCEL 1: 08-045-0005

LOTS 1, 2, AND 3, THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH 11°08'33" WEST 50.48 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 12°29'56" WEST 145.22 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN INTERSECTION WITH AN EAST-WEST FENCE; THENCE CONTINUING NORTH 15°32'01" WEST 286,65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0°55'08" WEST 2060.96 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET, RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10"35'06" EAST 501.60 FEET; THENCE SOUTH 15"09"32" EAST 1744.69 FEET; THENCE SOUTH 89°25'26" WEST 371,77 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, AND AN EXISTING EAST-WEST FENCE, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE, 60.48 FEET NORTH 11°08'33" WEST AND 145.22 FEET NORTH 12°29'56" WEST FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 15°32'01" WEST 286.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0°55'08" WEST 2060.966 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1538.44 FEET TO SAID EAST-WEST FENCE; THENCE SOUTH 89°38'22" WEST 359.98 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

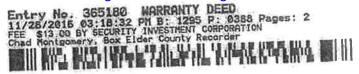
PARCEL 2: 08-044-0004

LOTS 4, 5, 6, 7, WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS THAT PORTION DEEDED TO STATE ROAD.

WHEN RECORDED, MA. 3:

ECO RANCHES 24050 N. 6000 W. Plymouth, UT 84330



Warranty Deed

	WRE RE	AL ESTATE HO	LDINGS,	LLC		, gra	intor,	
of	Salt Lake		, County	of	Salt Lake		,State of	Utah,
hereby	CONVEY and WAR	RANT to						
			ECO RA	NCHES			, grantee,	
of	Plymouth		, County	of	Box Elder		, State of Uta	ıh,
	sum of TEN and no other good and valuable	/100		ngi e dang	***************************************		DOLL	ARS,
the follow	owing described tract	of land in	Box Elder	r		County, S	tate of Utah, te	o-wit:
	See Attached Exhib	oit "A"				ā)		
WITNE	SS the hand of said g	rantor, this 21	day of	1	November	,	, 2016	
Signed i	in the presence of		В	y: 4	and 14	1	\supset	
				·	AL ESTATE	HOLDING	S, LLC	
			-					
STATE	OF UTAH		-					
COUNT	Y OF	} ss.						
On the	Who being b , and that the within an	y me duly sworn did	say that he/s nt was signe	he is the	Mana of said LI	C by author	of URE Residuted the same	TE LA
	RACHEL COMMING ON MAN MAN	ary Public A. KINGSTON lesson #628028 mileston Expless th 18, 2020 le of Utah	Lac	hel)	A Lu otary Publ	ic		

EXHIBIT "A" LEGAL DESCRIPTION

parcel#07-090-0002

SOUTHEAST QUARTER OF SECTION THREE (3) TOWNSHIP THIRTEEN (13) NORTH, RANGE THREE (3) WEST, SALT LAKE MERIDIAN, EXCEPTING THEREFROM, BEGINNING AT NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, RUNNING THENCE WEST 534.6 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ALONG NORTH SIDE OF STATE HIGHWAY 864.6 FEET, THENCE NORTH 673.2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED LAND ALL STATE AND COUNTY ROAD RIGHTS-OF-WAY. ALSO LESS: ALL PARCELS AS SET FORTH IN ORDER OF IMMEDIATE OCCUPANCY IN FAVOR OF UTAH DEPARTMENT OF TRANSPORTATION AS RECORDED NOVEMBER 7, 1985, AS ENTRY NO. 149395, IN BOOK 408, AT PAGE 770.

ALSO LESS: BEGINNING AT A POINT 1593 FEET NORTH ALONG THE SECTION LINE AND 33 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 3 WEST, SLB&M, AND RUNNING WEST 765.7 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE INTERSTATE FREEWAY (NO ACCESS LINE); THENCE NORTH 1°09'53" WEST 978.0 FEET ALONG SAID LINE, MORE OR LESS, TO NORTH BOUNDARY OF SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°29'05" EAST 212.8 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD; THENCE SOUTH 37°01'12" EAST 951.37 FEET ALONG SAID LINE; THENCE SOUTH 216.3 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel#07-037-0001

The West half of the Northwest Quarter of Section 11, Township 13 North, Range 3 West, Salt Lake Meridian.

LESS: Roads on the North and West sides, according to the official plat thereof, on file in the Office of the Recorder of BOX ELDER County, Utah.

Entry No. 365181 TRUST DEED

11/28/2018 03:18:32 Pd E: 1295 P: 0390 Pages: 18

11/28/2018 03:18:32 Pd E: 1295 P: 0390 Pages: 18

EEE \$45.00 BY SEDIRLY INVESTMENT CORPORATION
Chad Montsdeery Boy Elder Gounty Recorder

Tax Serial Number: Parcel# 07-037-0001, 07-090-0002

RECORDATION REQUESTED BY:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

SEND TAX NOTICES TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated November 21, 2016, among ECO RANCHES, whose address is 24050 N. 6000 W., Plymouth, UT 84330 ("Trustor"); Security Investment Corporation, whose address is 2970 South Main St., Suite 250, Salt Lake City, UT 84115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Box Elder County County, State of Utah:

See Attached Exhibit "A"

(Continued)

Loan No: 4395683

Page 2

The Real Property or its address is commonly known as Land in , Plymouth, UT 8484330. The Real Property tax identification number is Parcel# 07-037-0001, 07-090-0002.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender In writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not

Loan No: 4395683

Page 3

be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Loan No: 4395683

Page 4

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at

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least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during

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either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further

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assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing. Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Fallure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable

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law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufference. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufference of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses

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Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Box Elder County County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under

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this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance

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with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Security Investment Corporation, and its successors and assigns.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and

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local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Note. The word "Note" means the promissory note dated November 21, 2016, in the original principal amount of \$164,226.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 and any substitute or successor trustees.

Trustor. The word "Trustor" means ECO RANCHES.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ECO RANCHES

Bv:

Shain Stoddard, Member of ECO RANCHES

Loan No: 4395683	DEED OF TRUST (Continued)	Page 16
LIMITED L	IABILITY COMPANY ACKNOWLED	GMENT
STATE OF Utah)	
) \$\$	
COUNTY OF Salt L	ake	
and known to me to be a executed the Deed of Trust ect and deed of the limited lor its operating agreement, that he or she is authorized Trust on behalf of the limited By Notary Public in and for the	State of Utah My commi	ed liability company that be the free and voluntary its articles of organization oned, and on oath stated
RE	QUEST FOR FULL RECONVEYANCE	E in full)
	sed only when obligations have been paid Trustee	ni isur
Trust. All sums secured be hereby directed, upon paym of Trust or pursuant to any (which is delivered to you to the parties designated by	al owner and holder of all Indebtedness y this Deed of Trust have been fully paid applicable statute, to cancel the Note secution with this Deed of Trust), and to receive the terms of this Deed of Trust, the estantial the reconveyance and Related Docume	der the terms of this Deed ured by this Deed of Trust convey, without warranty, te now held by you under
Date:	Benefi	iclary:
		Ву:

Loan No: 4395683

Page 17

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- UT Z:\CFI\LPL\G01.FC TR-591

EXHIBIT "A" LEGAL DESCRIPTION

Parcel#07-090-0002

SOUTHEAST QUARTER OF SECTION THREE (3) TOWNSHIP THIRTEEN (13) NORTH, RANGE THREE (3) WEST, SALT LAKE MERIDIAN, EXCEPTING THEREFROM, BEGINNING AT NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, RUNNING THENCE WEST 534,6 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ALONG NORTH SIDE OF STATE HIGHWAY 864.6 FEET, THENCE NORTH 673.2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED LAND ALL STATE AND COUNTY ROAD RIGHTS-OF-WAY. ALSO LESS: ALL PARCELS AS SET FORTH IN ORDER OF IMMEDIATE OCCUPANCY IN FAVOR OF UTAH DEPARTMENT OF TRANSPORTATION AS RECORDED NOVEMBER 7, 1985, AS ENTRY NO. 149395, IN BOOK 408, AT PAGE 770.

ALSO LESS: BEGINNING AT A POINT 1593 FEET NORTH ALONG THE SECTION LINE AND 33 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 3 WEST, SLB&M, AND RUNNING WEST 765.7 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE INTERSTATE FREEWAY (NO ACCESS LINE); THENCE NORTH 1°09'53" WEST 978.0 FEET ALONG SAID LINE, MORE OR LESS, TO NORTH BOUNDARY OF SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89°29'05" EAST 212.8 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD; THENCE SOUTH 37°01'12" EAST 951.37 FEET ALONG SAID LINE; THENCE SOUTH 216.3 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel#07-037-0001

The West half of the Northwest Quarter of Section 11, Township 13 North, Range 3 West, Salt Lake Meridian.

LESS: Roads on the North and West sides, according to the official plat thereof, on file in the Office of the Recorder of BOX ELDER County, Utah.

WHEN RECORDED, MAIL 10:

ECO RANCHES	
24050 N. 6000 W.	
Plymouth, UT 84330	

Entry No. 362578 09/30/2016 02:31:47 FEE 321 00 87 ECO RA	HARRANTY DE	E ED : 0191 Pages: 3	
Chad Hamiltonery Bax E	ur County Reco	rder	

Warranty Deed

	W	RE REAL ESTATE I	HOLDINGS, LLC		, grantor,
of	Salt Lake		, County of	Salt Lake	,State of Utah,
he	reby CONVEY a	nd WARRANT to			
			ECO RANCHE	ES	, grantee,
of	Plymouth		, County of	Box Elder	, State of Utah,
		N and no/100valuable consideration			DOLLARS,
the	following describ	ed tract of land in	Box Elder		County, State of Utah, to-wit:
	See Attache	ed Exhibit "A"			*
	TNESS the hand	of said grantor , this /4	day of By: WRE I	Sept 10 August August 74 REAL ESTATE	, 2016 E HOLDINGS, LLC
	ATE OF UTAH UNTY OF	} ss.			
roldina	Wi a UG and that the	io being by me duly swor within and foregoing inst	n did say that he/she is rument was signed in b	the Mayland behalf of said L	of whe feed Estate LC by authority of a resolution said LLC executed the same.
		Notary Public RICHARD KINGST Containable #489576 My Constitution Explanation 20, 2020 State of Utah	ON /	Lwiw-A Notary Pub	

LEGAL DESCRIPTION

Beginning 22 2/3 rods West of the North Quarter corner of Section 7, Township 14 North Range 3 West, Salt Lake Meridian, thence running West 246 feet, thence South 17 rods, thence East 246 feet, thence North 17 rods, to beginning

LESS: Tracts deeded to Raymond G. Yaworsky and William D. Marsh.

Beginning at a point 538 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

Beginning at a point 374 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

- PARCEL 4:

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

MARCEL 6

Begitting at a point 1321 95 rest South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Sall Lake Base and Mendian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samana Ditch, thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line: therice West to West boundary of Grantor's property: thence South 330 feet, plus of minus, to point of beginning. (Lying outside Portage City imits)

PARCEL 7:

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

The North half of the Northwest Quarter of Section 8, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: All land lying East of the West boundary of OSLRR right of way.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning.

Entry No. 362579 TRUST DEED
09/30/2016 02:31:4F B: 1290 P: 0194 Fages: 10
FEE SAS OF EV ECO RAN
Chad Montgonery, Bax Elber County Recorder

Parcel#'s Tract 1: 08-041-0025, 08-041-0026, 08-041-0027, 08-041-0028, 08-042-0018 Tract 2: 08-041-0019, A Serial Number: 08-041-0004, 08-041-0020

RECORDATION REQUESTED BY:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

SEND TAX NOTICES TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated September 14, 2016, among ECO RANCHES, whose address is 24050 N. 6000 W., Plymouth, UT 84330 ("Trustor"); Security Investment Corporation, whose address is 2970 South Main St., Suite 250, Salt Lake City, UT 84115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 (referred to

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale. for the benefit of Lender as Beneficiary, all of Trustor's right, title, and Interest in and to the following described real property, together with all existing or subsequently eracted or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Box Elder County County, State of Utah:

The Real Property or its address is commonly known as Land in Box Elder County, Plymouth, UT 84330. The Real Property tax identification number is Parcel#'s Tract 1: 08-041-0025, 08-041-0026, 08-041-0027, 08-041-0028, 08-042-0018 Tract 2: 08-041-0019, 08-041-0004, 08-041-0020.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; governed by the following provisions: (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value. Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

Loan No: 62-4000683

Page 2

Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threstened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Londer in writing. (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Dead of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within tifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such Improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also produce and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance,

EXCHEST. LEGAL DESCRIPTION

Beginning 22 2/3 rods West of the North Quarter corner of Section 7, Township 14 North Range 3 West, Salt Lake Meridian, thence running West 246 feet, thence South 17 rods, thence East 246 feet, thence North 17 rods, to beginning

LESS: Tracts deeded to Raymond G. Yaworsky and William D. Marsh.

Beginning at a point 538 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

Beginning at a point 374 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; PARCEL 4: thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and North, Range 3 West, Salt Lake Meridian. Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 660.0 feet to the point of beginning. West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter comer, Section 7, Township 14 North. Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

PARCEL 6:

Beginning at a point 1321 95 feet South of the North Quarter corner, Seation 7. Township 16 Horth, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah running Beace Bast 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said dich to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property: thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

PARCEL 7:

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89"57'38" East 2640.0 feet, thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

The North half of the Northwest Quarter of Section 8, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: All land lying East of the West boundary of OSLRR right of way.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning.

WHEN RECORD. MAI. ::

ECO RANCHES

24050 N. 6000 W.

Plymouth, UT 84330

Entry No. 365178 WARRANTY DEED 11/28/2016 03:18:32 PM B: 1295 P: 0368 Pages: 2 Chad Montgomery, Box Elder Cc. VRecorder:	
Box Elder Cc. y Recorder	

Warranty Deed

	WRE REAL ESTATE HO	DLDINGS, LLC		, grantor,
of	Salt Lake	, County of	Salt Lake	,State of Utah,
hereby	CONVEY and WARRANT to			
		ECO RANCHI	ES	, grantee,
of	Plymouth	, County of	Box Elder	, State of Utah,
	sum of TEN and no/100other good and valuable consideration			DOLLARS,
the foll	owing described tract of land in	Box Elder		County, State of Utah, to-wit:
	See Attached Exhibit "A"			
	ESS the hand of said grantor , this 17 in the presence of	day of By: WRE	November And Market State REAL ESTATE	, 2016 E HOLDINGS, LLC
STATE	OF UTAH			
On the _	day of NOV Who being by me duly sworn did, and that the within and foregoing instruments and said Notary Public RACHEL A KINGSTON	d say that he/she is ent was signed in b	the Manage ehalf of said Li ged to me that s	pefore me <u>lacab Kings</u> tan of <u>URE Real</u> Estate LC by authority of a resolution said LLC executed the same.
	Commission #888026 My Gommission Expires	- Harm		ngrio .

Notary Public

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Southwest Quarter of Southwest Quarter, less the West 5.25 acres thereof; also the West 8.42 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 2:

The West 5.25 acres of Southwest Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 3:

Northeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter lying West of county road known as Frontage Road; and the East 31.58 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: Lot 1, BRUCE ZUNDEL SUBDIVISION.

Less: County road right of way

PARCEL 4:

Beginning North 71° West 1350.1 feet from the Southeast corner of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian, North 40°6' West 435 feet, North 19°22' West 240.5 feet, North 18°3' West 329.8 feet, North 89°38' East 456.2 feet, South 24' East 876.2 feet to beginning.

ALSO: Beginning at a point 1320 feet West and 1312 feet North from the Southeast comer of Section 27, West 396 feet to East right of way line of county road, North 4°40′ East 274 feet, North 15°20′ East 1100 feet more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 27, East 83 feet, South 1332 feet more or less to beginning.

PARCEL 5:

Lot 1, BRUCE ZUNDEL SUBDIVISION, as recorded March 26, 2001, as Entry No. 150913, in the office of the BOX ELDER County Recorder.

PARCEL 6:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian lying West of county road known as Frontage Road.

Less: Utah Department of Transportation access road right of way.

Less: Parcel No. 08-052-0013, created by Warranty Deed 216956.

PM B: 1295 PM 0370 PAGES 18

Tax Serial Number:

08-052-0005,08-052-0004,08-052-0006,08-052-0014, 08-052-0012,08-052-0008

RECORDATION REQUESTED BY:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

SEND TAX NOTICES TO:

Security Investment Corporation 2970 South Main St. Suite 250 Salt Lake City, UT 84115

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated November 17, 2016, among ECO RANCHES, whose address is 24050 N. 6000 W., Plymouth, UT 84330 ("Trustor"); Security Investment Corporation, whose address is 2970 South Main St., Suite 250, Salt Lake City, UT 84115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 (referred to below as "Trustee").

For valuable consideration, Trustor irrevocably grants and CONVEYANCE AND GRANT. conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Box Elder County County, State of Utah:

See Attached Exhibit "A"

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The Real Property or its address is commonly known as Mound Spring Parcels in Box Elder County, Plymouth, UT 84330. The Real Property tax identification number is 08-052-0005,08-052-0004,08-052-0006,08-052-0014, 08-052-0012,08-052-0008.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposel, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust.

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Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal to any other party the right to remove, any timber, minerals (including oil and gas), coal clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Real Property for purposes of Trustor's compliance with the terms and conditions of this Real Property for purposes of Trustor's compliance with the terms and conditions of this

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized, so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

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Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall done on or for services rendered or material furnished to the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, in the Property is not jeopardized. If a lien arises or, if a lien is filed, within fifteen Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if (15) days after Trustor has notice of the filing, secure the discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender in an amount sufficient to discharge the lien plus any other security satisfactory to Lender and amount sufficient and security satisfactory to Lender and amount sufficient to discharge the lien, or if

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain additional insurance, including but not limited to hazard, business interruption, and boiler such other insurance, including but not limited to hazard, business interruption, amounts, insurance, as Lender may reasonably require. Policies shall be written in form, amounts, insurance, as Lender may reasonably acceptable to Lender and issued by a company or coverages and basis reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at

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least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired. Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Truster shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lander. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year. Trustor shall furnish to Lender a report on each existing policy of insurance showing; (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraisar satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated of Trust or any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the placed on the Property and paying all costs for insuring, maintaining and preserving the placed on the Property and paying all costs for insuring, maintaining and preserving the placed on the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date interest at the rate charged under the Note from the date incurred or paid by Lender to the date incurred or paid by Lend

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either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of event any action or proceeding is commenced that questions Trustor's title or the interest of Eventse or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's Trustor may be the nominal party in such proceeding, but Lender shall be entitled expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery agreements made by Trustor in this Deed of Trust shall remain in full force and effect of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys fees incurred by Trustee or Lender in connection with the condemnation.

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes. Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further

assurances and attorney-in-fact are a part of this Deed of Trust:

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Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Trustor or by any governmental agency against any property securing the Indebtedness. Of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with the Lender. However, this Event of Default shall not apply if there is a good faith dispute by Lender. However, this Event of Default shall not apply if there is a good faith dispute by Lender at the trust of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or the validity or reasonablen

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable

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law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, make payments of irrevocably designates Lender as Trustor's attorney-in-fact to endorse then Trustor irrevocably designates Lender as Trustor and to negotiate the same instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or Lender's demand shall satisfy the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, from the Indebtedness. Trustor hereby waives any requirement that the receiver be against the Indebtedness at o all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or Property upon the Property and shall, at Lender's option, either (1) pay a reasonable the purchaser of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, Trustee or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses

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Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lander shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Box Elder County County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under

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this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight (unless otherwise required by law), when deposited with a nationally recognized overnight (unless otherwise prepaid, directed to the united States mail, as first class, certified or courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may given under Utah Code Ann. Section 57-1-26 shall be given as required therein.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance

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with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the piural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Security Investment Corporation, and its successors and assigns.

Borrower. The word "Borrower" means ECO RANCHES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and

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local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest otherwise handled without limitation any and all hazardous or toxic substances, materials or sense and include without limitation any and all hazardous or toxic substances, materials or substances as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Security Investment Corporation, its successors and assigns.

Note. The word "Note" means the promissory note dated November 17, 2016, in the original principal amount of \$293,031.30 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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Property. The word "Property" means collectively the Real Property and the Personal

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Carl E. Kingston, whose address is 3212 S. State, Salt Lake City, UT 84115 and any substitute or successor trustees.

Trustor. The word "Trustor" means ECO RANCHES.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ECO RANCHES

Shain Stoddard, Member of ECO RANCHES

oan No: 4295683	DEED OF TRUST (Continued)	Page 16
	THE DESCRIPTION OF THE PROPERTY OF THE PROPERT	PAENT
LIMITED	LIABILITY COMPANY ACKNOWLEDG	SIME IA 1
STATE OF Utah)	
COUNTY OF _Salt_	ş ** ·**	
On this	day of	ts articles of organization
(To l	REQUEST FOR FULL RECONVEYANC pe used only when obligations have been paid	EE Lin full)
To: The undersigned is the Trust. All sums secure hereby directed, upon p of Trust or pursuant to (which is delivered to you	legal owner and holder of all Indebtedness and by this Deed of Trust have been fully parayment to you of any sums owing to you unany applicable statute, to cancel the Note second together with this Deed of Trust), and to red by the terms of this Deed of Trust, the estable mail the reconveyance and Related Documers.	s secured by this Deed of aid and satisfied. You are ader the terms of this Deed cured by this Deed of Trust econvey, without warranty, eate now held by you under
	Bene	eficiary:
Date:		By:

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Loan No: 4295683

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Southwest Quarter of Southwest Quarter, less the West 5.25 acres thereof; also the West 8.42 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 2:

The West 5.25 acres of Southwest Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 3:

Northeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter lying West of county road known as Frontage Road; and the East 31.58 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: Lot 1, BRUCE ZUNDEL SUBDIVISION.

Less: County road right of way

PARCEL 4:

Beginning North 71° West 1350.1 feet from the Southeast corner of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian, North 40°6' West 435 feet, North 19°22' West 240.5 feet, North 18°3' West 329.8 feet, North 89°38' East 456.2 feet, South 24' East 876.2 feet to beginning.

ALSO: Beginning at a point 1320 feet West and 1312 feet North from the Southeast comer of Section 27, West 396 feet to East right of way line of county road, North 4°40′ East 274 feet, North 15°20′ East 1100 feet more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 27, East 83 feet, South 1332 feet more or less to beginning.

PARCEL 5:

Lot 1, BRUCE ZUNDEL SUBDIVISION, as recorded March 26, 2001, as Entry No. 150913, in the office of the BOX ELDER County Recorder.

PARCEL 6:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian lying West of county road known as Frontage Road.

Less: Utah Department of Transportation access road right of way.

Less: Parcel No. 08-052-0013, created by Warranty Deed 216956.

Exhibit G

Security Investment Corporation — Legal Department

10 W. Century Parkway Salt Lake City, Utah 84115 (801) 484-6988

December 3, 2019

Eco Ranches 24050 N. 6000 W. Plymouth, UT 84330

Loan ID: 62-4000683, 62-4095683, 62-4295683, 62-4395683

Dear Eco Ranches,

Your Account has been referred to the legal Department to determine the necessary steps to be taken in order to satisfy your debt with Security Investment Corporation. Upon reviewing your situation, it is my belief that the only way to resolve the delinquency may be by settling this Your Account in a court of law.

In order to avoid being brought into court to pay a debt that you know that you owe, we are offering you (1) final opportunity to voluntarily cure the delinquency. Below is the total amount due on each account.

Loan ID: 62-4000683 Amount Due: \$499,289.30 Loan ID: 62-4095683 Amount Due: \$419,022.75 Loan ID: 62-4295683 Amount Due: \$319,535.32 Loan ID: 62-4395683 Amount Due: \$189,672.43

If you fail to remit the payment as set forth above, within ten (10) days from the date of this letter, we will pursue the commencement of litigation against you for any deficiency balance and all amounts due under Your Account, including all of our attorneys' fees, costs, and expenses. Therefore, your immediate attention to this matter is both anticipated and expected.

Sincerely,

Security Investment Corporation

Credit Department

PAYABLE TO:	SECURITY INVESTMENT CORP	PAYABLE	FROM: ECO R	ANCHES, LLC		RATE:	5.00	NOTE DATE: MATURITY DATE:	
						Loan#	624000-683		
DATE	DESCRIPTION		DRAWS	PAYMENTS	INTEREST+/-	INT BALANCE	PRINCIPAL+/-	PR BALANCE	TOT BALANCE
01/01/19	Beginning Balance					48,627.84		430,775.00	479,402.8
12/03/19		337 DAY(S)			19,886.46	68,514.30	0.00	430,775.00	499,289.3
12/3/2019		337	3	8		68,514.30	0.00	430,775.00	499,289.30
otal Interest:	19,886.4	6							

PAYABLE TO:	SECURITY INVESTMENT CORP	PAYABLE	FROM: ECO R	ANCHES, LLC		RATE:	5.00	NOTE DATE: MATURITY DATE:	
						Loan #	624095-683		
DATE	DESCRIPTION		DRAWS	PAYMENTS	INTEREST+/-	INT BALANCE	PRINCIPAL+/-	PR BALANCE	TOT BALANCE
01/01/19	Beginning Balance					38,584.55		363,650.50	402,235.05
12/03/19	01/01/19 - 12/03/19	337 DAY(S)			16,787.70	55,372.25	0.00	363,650.50	419,022.75
12/3/2019		337	=	-		55,372.25	0.00	363,650.50	419,022.75
Total Interest:	16,787.7	0							

PAYABLE TO:	SECURITY INVESTMENT CORP	PAYABLE	FROM: ECO F	RANCHES, LLC		RATE:	5.00	NOTE DATE: MATURITY DATE:	
						Loan #	624295-683		
DATE	DESCRIPTION		DRAWS	PAYMENTS	INTEREST+/-	INT BALANCE	PRINCIPAL+/-	PR BALANCE	TOT BALANCE
01/01/19	Beginning Balance					30,813.41		293,031.30	323,844.7
08/22/19	• •	234 DAY(S)			9,393.06	40,206.47	0.00	293,031.30	333,237.7
08/22/19				(17,837.00)	-17,837.00	22,369.47	0.00	293,031.30	315,400.7
12/03/19		103 DAY(S)		• • • •	4,134.55	26,504.02	0.00	293,031.30	319,535.3
12/3/2019	i	337		(17,837.00)		26,504.02	0.00	293,031.30	319,535.3
Total Interest:	13,527.6	1							

PAYABLE TO: SI	ECURITY INVESTMENT CORP	PAYABLE	FROM: ECO R	ANCHES, LLC		RATE:	5.00	NOTE DATE: MATURITY DATE:	
						Loan#	624395-683		
DATE	DESCRIPTION		DRAWS	PAYMENTS	INTEREST+/-	INT BALANCE	PRINCIPAL+/-	PR BALANCE	TOT BALANCE
01/01/19	Beginning Balance					17,323.47		164,743.67	182,067.1
12/03/19	01/01/19 - 12/03/19	337 DAY(S)			7,605.29	24,928.76	0.00	164,743.67	189,672.4
12/3/2019		337		25		24,928.76	0.00	164,743.67	189,672.4
Total interest:	7,605.2	9							



When recorded mail to: Katherine R. Young 3212 South State Street Salt Lake City, UT 84115

Space above this line for Recorder's use NOTICE OF DEFAULT

Notice is hereby given by Katherine R. Young, Trustee, that a default has occurred under that certain Trust Deed dated November 17, 2016 executed by ECO RANCHES, Trustor, in favor of SECURITY INVESTMENT CORPORATION NV as Beneficiary, the Deed of Trust having been recorded in the office of the County Recorder of Box Elder County, State of Utah on November 2016, as Entry No. 365179, Book 1295, page 370 of official records, relating to and describing the real property situated in Box Elder County, Utah, specifically:

Parcel Nos. 08-052-0005, 08-052-0004, 08-052-0006, 08-052-0014, 08-052-0012, and 08-052-0008 located in Box Elder County, State of Utah and is more particularly described in Exhibit "A".

Said Deed of Trust secures obligations under a Note dated November 17, 2016 in the original principal amount of \$293,031.30

The beneficial interest under said Trust Deed and the obligations secured thereby are now owned by SECURITY INVESTMENT CORPORATION NV.

The default which has occurred is the breach of an obligation for which the trust property was conveyed as security and consist of the failure of the Trustor to pay the payments due thereunder. That there is now due and owing on said note, the sum of \$321,622.67 all of which is hereby declared to be due and payable. There is also due all of the expenses and fees of these foreclosure proceedings and interest from January 28, 2020.

By reason of such default, SECURITY INVESTMENT CORPORATION NV, the beneficiary under said Trust Deed, has executed and delivered to said Trustee a written declaration of default and demand for sale, and has deposited with said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated this 28 day of January, 2020.

Katherine R. Young, Trustee

3212 South State Street

Salt Lake City, Utah 84115 Phone: (801) 486-1458

State of Utah)

:ss

County of Salt Lake)

On this ____ day of January, 2020, personally appeared before me Katherine R. Young, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public

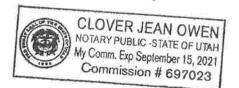


EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

Southwest Quarter of Southwest Quarter, less the West 5.25 acres thereof; also the West 8.42 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 2:

The West 5.25 acres of Southwest Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 3:

Northeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter lying West of county road known as Frontage Road; and the East 31.58 acres of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: Lot 1, BRUCE ZUNDEL SUBDIVISION.

Less: County road right of way

PARCEL 4:

Beginning North 71° West 1350.1 feet from the Southeast corner of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian, North 40°6' West 435 feet, North 19°22' West 240.5 feet, North 18°3' West 329.8 feet, North 89°38' East 456.2 feet, South 24' East 876.2 feet to beginning.

ALSO: Beginning at a point 1320 feet West and 1312 feet North from the Southeast comer of Section 27, West 396 feet to East right of way line of county road, North 4°40' East 274 feet, North 15°20' East 1100 feet more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 27, East 83 feet, South 1332 feet more or less to beginning.

PARCEL 5:

Lot 1, BRUCE ZUNDEL SUBDIVISION, as recorded March 26, 2001, as Entry No. 150913, in the office of the BOX ELDER County Recorder.

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The Northwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian lying West of county road known as Frontage Road.

Less: Utah Department of Transportation access road right of way.

Less: Parcel No. 08-052-0013, created by Warranty Deed 216956.

When recorded mail to: Katherine R. Young 3212 South State Street Salt Lake City, UT 84115



$\label{eq:Space above this line for Recorder's use $\operatorname{NOTICE} \ OF \ DEFAULT$$

Notice is hereby given by Katherine R. Young, Trustee, that a default has occurred under that certain Trust Deed dated November 8, 2016 executed by ECO RANCHES, Trustor, in favor of SECURITY INVESTMENT CORPORATION NV as Beneficiary, the Deed of Trust having been recorded in the office of the County Recorder of Box Elder County, State of Utah on November 2016, as Entry No. 364937, Book 1294, page 1056 of official records, relating to and describing the real property situated in Box Elder County, Utah, specifically:

Parcel Nos. 08-045-0005 and 08-044-0004 located in Box Elder County, State of Utah and is more particularly described in Exhibit "A".

Said Deed of Trust secures obligations under a Note dated November 8, 2016 in the original principal amount of \$363,650.50.

The beneficial interest under said Trust Deed and the obligations secured thereby are now owned by SECURITY INVESTMENT CORPORATION NV.

The default which has occurred is the breach of an obligation for which the trust property was conveyed as security and consist of the failure of the Trustor to pay the payments due thereunder. That there is now due and owing on said note, the sum of \$421,613.14 all of which is hereby declared to be due and payable. There is also due all of the expenses and fees of these foreclosure proceedings and interest from January 28, 2020.

By reason of such default, SECURITY INVESTMENT CORPORATION NV, the beneficiary under said Trust Deed, has executed and delivered to said Trustee a written declaration of default and demand for sale, and has deposited with said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated this <u>28</u> day of January, 2020.

Katherine R. Young, Trustee

3212 South State Street

Salt Lake City, Utah 84115 Phone: (801) 486-1458

State of Utah)

:ss

County of Salt Lake)

On this $\frac{1}{N}$ day of January, 2020, personally appeared before me Katherine R. Young, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

CLOVER JEAN OWEN
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp September 15, 2021
Commission # 697023

Votary Public

EXHIBIT "A"

PARCEL 1: 08-045-0005

LOTS 1, 2, AND 3, THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH 11"08"33" WEST 60.48 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 12°29'58" WEST 145.22 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN INTERSECTION WITH AN EAST-WEST FENCE; THENCE CONTINUING NORTH 15"32"01" WEST 286.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT: THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15: THENCE NORTH 0°55'08" WEST 2060.96 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET, RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'08" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1744.69 FEET; THENCE SOUTH 89°25'26" WEST 371.77 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

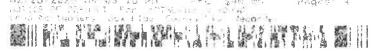
LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRISED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P. 293, AND AN EXISTING EAST-WEST FENCE, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE, 60.48 FEET NORTH 11°08'33" WEST AND 145.22 FEET NORTH 12°29'56" WEST FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 15°32'01" WEST 285.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0°55'08" WEST 2080.956 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+08.23; THENCE SOUTH 19°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1538.44 FEET TO SAID EAST-WEST FENCE; THENCE SOUTH 89°38'22" WEST 359.98 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

PARCEL 2: 08-044-0004

LOTS 4, 5, 6, 7, WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS THAT PORTION DEEDED TO STATE ROAD.



When recorded mail to: Katherine R. Young 3212 South State Street Salt Lake City, UT 84115

Space above this line for Recorder's use NOTICE OF DEFAULT

Notice is hereby given by Katherine R. Young, Trustee, that a default has occurred under that certain Trust Deed dated September 14, 2016 executed by ECO RANCHES, Trustor, in favor of SECURITY INVESTMENT CORPORATION NV as Beneficiary, the Deed of Trust having been recorded in the office of the County Recorder of Box Elder County, State of Utah on September 2016, as Entry No. 362579, Book 1290, page 194 of official records, relating to and describing the real property situated in Box Elder County, Utah, specifically:

Parcel Nos. 08-041-0025, 08-041-0026, 08-041-0027, 08-041-0028, 08-042-0018 Tract 2: 08-041-0019, 08-041-0004, and 08-041-0020 located in Box Elder County, State of Utah and is more particularly described in Exhibit "A".

Said Deed of Trust secures obligations under a Note dated September 14, 2016 in the original principal amount of \$430,775.00.

The beneficial interest under said Trust Deed and the obligations secured thereby are now owned by SECURITY INVESTMENT CORPORATION NV.

The default which has occurred is the breach of an obligation for which the trust property was conveyed as security and consist of the failure of the Trustor to pay the payments due thereunder. That there is now due and owing on said note, the sum of \$502,357.84 all of which is hereby declared to be due and payable. There is also due all of the expenses and fees of these foreclosure proceedings and interest from January 28, 2020.

By reason of such default, SECURITY INVESTMENT CORPORATION NV, the beneficiary under said Trust Deed, has executed and delivered to said Trustee a written declaration of default and demand for sale, and has deposited with said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated this 28 day of January, 2020.

Katherine R. Young, Trustee

3212 South State Street Salt Lake City, Utah 84115

Phone: (801) 486-1458

State of Utah)

:ss

County of Salt Lake)

On this <u>JP</u> day of January, 2020, personally appeared before me Katherine R. Young, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Notary Public



EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Beginning 22 2/3 rods West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence running West 246 feet, thence South 17 rods, thence East 246 feet, thence North 17 rods, to beginning.

LESS: Tracts deeded to Raymond G. Yaworsky and William D. Marsh.

PARCEL 2:

Beginning at a point 538 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

PARCEL 3:

Beginning at a point 374 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

• PARCEL 4:

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

PARCEL 5:

1

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

Case 2:18-cr-00365-JNP Document 1440 Filed 04/24/23 PageID.35827 Page 288 of 298

PARCEL 6:

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

PARCEL 7:

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

PARCEL 8:

The North half of the Northwest Quarter of Section 8, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: All land lying East of the West boundary of OSLRR right of way.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning.



When recorded mail to: Katherine R. Young 3212 South State Street Salt Lake City, UT 84115

Space above this line for Recorder's use NOTICE OF DEFAULT

Notice is hereby given by Katherine R. Young, Trustee, that a default has occurred under that certain Trust Deed dated November 21, 2016 executed by ECO RANCHES, Trustor, in favor of SECURITY INVESTMENT CORPORATION NV as Beneficiary, the Deed of Trust having been recorded in the office of the County Recorder of Box Elder County, State of Utah on November 2016, as Entry No. 365181, Book 1295, page 390 of official records, relating to and describing the real property situated in Box Elder County, Utah, more particularly described as follows:

Parcel No. 07-090-0002

Southeast Quarter of Section Three (3) Township Thirteen (13) North, Range Three (3) West, Salt Lake Meridian, excepting therefrom, beginning at Northeast Corner of said Southeast Quarter, running thence West 534 6 feet, Thence in a Southeasterly direction along North side of State Highway 864.6 feet, thence North 673.2 feet to the point of beginning.

LESS AND EXCEPTING: (1) all state and county road rights-of-way, (2), All parcels as set forth in order of immediate occupancy in favor of Utah Department of Transportation as recorded November 7, 1985, as Entry No. 149395, in Book 408, at Page 770, and (3) BEGINNING at a point 1593 feet North along the section line and 33 feet West of the Southeast corner of Section 3, Township 13 North, Range 3 West, SLB&M, and running West 765.7 feet to the east Right-of-Way Line of the Interstate Freeway (no access line); then North 1 deg. 09'53" West 978.0 feet along said line, more or less, to North boundary of Southeast quarter of said section; then South 89 deg. 29'05" East 212.8 feet along the North boundary of the Southeast quarter of said section to the West Right-of-Way Line of county road, then South 37 deg. 01'12" East 951.37 feet along said line; thence South 216.3 feet along said line to point of beginning

Parcel No. 07-037-0001

The West half of the Northwest Quarter of Section 11, Township 13 North, Range 3 West, Salt Lake Meridian.

LESS AND EXCEPTING roads on the North and West sides, according to the official plat thereof, on file in the Office of the Recorder of Box Elder County, Utah.

Said Deed of Trust secures obligations under a Note dated November 21, 2016 in the original principal amount of \$164,226.00.

The beneficial interest under said Trust Deed and the obligations secured thereby are now owned by SECURITY INVESTMENT CORPORATION NV.

The default which has occurred is the breach of an obligation for which the trust property was conveyed as security and consist of the failure of the Trustor to pay the payments due thereunder. That there is now due and owing on said note, the sum of \$190,845.94 all of which is hereby declared to be due and payable. There is also due all of the expenses and fees of these foreclosure proceedings and interest from January 28, 2020.

By reason of such default, SECURITY INVESTMENT CORPORATION NV, the beneficiary under said Trust Deed, has executed and delivered to said Trustee a written declaration of default and demand for sale, and has deposited with said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated this 2 day of February, 2020.

Katherine R. Young, Trustee 3212 South State Street

Salt Lake City, Utah 84115

Phone: (801) 486-1458

State of Utah)

:SS

County of Salt Lake)

On this <u>2</u>/ day of February, 2020, personally appeared before me Katherine R. Young, Trustee, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public

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John W. Huber United States Attorney (#7226) 111 South Main Street, Suite 1800 Salt Lake City, UT 84111 (801) 524-5682

Notice of Trustee's Sale

The following described property will be sold at public auction to the highest bidder, without warranty as to title, possession, or encumbrances, payable in lawful money of the United States at the time of sale, at the main entrance of the First Judicial District Court for Box Elder County, 43 North Main, Brigham City, UT 84302 on September 25, 2020 at 11:30 a.m. of said day, for the purpose of foreclosing a trust deed originally executed by ECO RANCHES, LLC, as Trustor, in favor of SECURITY INVESTMENT CORPORATION NV, covering real property located in Box Elder County and more particularly described as:

Parcel No. 07-090-0002

Southeast Quarter of Section Three (3) Township Thirteen (13) North, Range Three (3) West, Salt Lake Meridian, excepting therefrom, beginning at Northeast Corner of said Southeast Quarter, running thence West 534 6 feet, Thence in a Southeasterly direction along North side of State Highway 864.6 feet, thence North 673.2 feet to the point of beginning.

LESS AND EXCEPTING: (1) all state and county road rights-of-way, (2), All parcels as set forth in order of immediate occupancy in favor of Utah Department of Transportation as recorded November 7, 1985, as Entry No. 149395, in Book 408, at Page 770, and (3) BEGINNING at a point 1593 feet North along the section line and 33 feet West of the Southeast corner of Section 3, Township 13 North, Range 3 West, SLB&M, and running West 765.7 feet to the east Right-of-Way Line of the Interstate Freeway (no access line); then North 1 deg. 09'53" West 978.0 feet along said line, more or less, to North boundary of Southeast quarter of said section; then South 89 deg. 29'05" East 212.8 feet along the North boundary of the Southeast quarter of said section to the West Right-of-Way Line of county road, then South 37 deg. 01'12" East 951.37 feet along said line; thence South 216.3 feet along said line to point of beginning

Parcel No. 07-037-0001

The West half of the Northwest Quarter of Section 11, Township 13 North, Range 3 West, Salt Lake Meridian.

LESS AND EXCEPTING roads on the North and West sides, according to the official plat thereof, on file in the Office of the Recorder of Box Elder County, Utah.

The current beneficiary of the trust deed is SECURITY INVESTMENT CORPORATION NV, and the record owner of the property as of the recording of the notice of default is ECO RANCHES, LLC.

Dated this 20th day of August, 2020.

/s/ Katherine R. Young Katherine R. Young, Trustee 3212 S State Street Salt Lake City UT, 84115 Phone: (801) 746-2477 John W. Huber United States Attorney (#7226) 111 South Main Street, Suite 1800 Salt Lake City, UT 84111 (801) 524-5682

Notice of Trustee's Sale

The following described property will be sold at public auction to the highest bidder, without warranty as to title, possession, or encumbrances, payable in lawful money of the United States at the time of sale, at the main entrance of the First Judicial District Court for Box Elder County, 43 North Main, Brigham City, UT 84302 on September 25, 2020 at 11:30 a.m. of said day, for the purpose of foreclosing a trust deed originally executed by ECO RANCHES, LLC, as Trustor, in favor of SECURITY INVESTMENT CORPORATION NV, covering real property located in Box Elder County and more particularly described as:

Parcel Nos. 08-052-0005, 08-052-0004, 08-052-0006, 08-052-0014, 08-052-0012, and 08-052-0008 located in Box Elder County, State of Utah.

See attached "Exhibit A" for Legal Descriptions.

The current beneficiary of the trust deed is SECURITY INVESTMENT CORPORATION NV, and the record owner of the property as of the recording of the notice of default is ECO RANCHES, LLC.

Dated this 20th day of August, 2020.

/s/ Katherine R. Young
Katherine R. Young, Trustee
3212 S State Street, Salt Lake City UT, 84115
Phone: (801) 746-2477

"Exhibit A" Legal Description

PARCEL 1:

Southwest Quarter of Southwest Quarter, less the West 5.25 acres thereof; also the West 8.42 acres of the Southeast Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 2:

The West 5.25 acres of Southwest Quarter of Southwest Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian.

Less: County road right of way.

PARCEL 3:

Northeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter lying West of county road known as Frontage Road; and the East 31.58 acres of the Southeast Quarter of Southwest Quarter of Section 27. Township 14 North, Range 3 West, Salt Lake Meridian.

Less: Lot 1, BRUCE ZUNDEL SUBDIVISION

Less: County road right of way

PARCEL 4:

Beginning North 71° West 1350.1 feet from the Southeast corner of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian, North 40°6' West 435 feet. North 19°22' West 240.5 feet. North 18° 3' West 329.8 feet, North 89°38' East 456.2 feet, South 24' East 876.2 feet to beginning. ALSO: Beginning at a point 1320 feet West and 1312 feet North from the Southeast corner of Section 27, West 396 feet to East right of way line of county road, North 4°40' East 274 feet, North 15°20' East 1100 feet more or less to the North line of Northwest Quarter of the Southeast Quarter of said Section 27, East 83 feet, South 1332 feet more or less to beginning.

PARCEL 5:

Lot 1, BRUCE ZUNDEL SUBDIVISION, as recorded March 26, 2001, as Entry No. 150913, in the office of the BOX ELDER County Recorder.

PARCEL 6:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 14 North, Range 3 West, Salt Lake Meridian lying West of county road known as Frontage Road.

Less: Utah Department of Transportation access road right of way.

Less: Parcel No. 08-052-0013, created by Warranty Deed 216956.

John W. Huber United States Attorney (#7226) 111 South Main Street, Suite 1800 Salt Lake City, UT 84111 (801) 524-5682

Notice of Trustee's Sale

The following described property will be sold at public auction to the highest bidder, without warranty as to title, possession, or encumbrances, payable in lawful money of the United States at the time of sale, at the main entrance of the First Judicial District Court for Box Elder County, 43 North Main, Brigham City, UT 84302 on September 25, 2020 at 11:30 a.m. of said day, for the purpose of foreclosing a trust deed originally executed by ECO RANCHES, LLC, as Trustor, in favor of SECURITY INVESTMENT CORPORATION NV, covering real property located in Box Elder County and more particularly described as:

Parcel Nos. 08-045-0005 and 08-044-0004 located in Box Elder County, State of Utah. See attached "Exhibit A" for legal description.

The current beneficiary of the trust deed is SECURITY INVESTMENT CORPORATION NV, and the record owner of the property as of the recording of the notice of default is ECO RANCHES, LLC.

Dated this 20th day of August, 2020.

/s/ Katherine R. Young
Katherine R. Young, Trustee
3212 S State Street, Salt Lake City UT, 84115
Phone: (801) 746-2477

"Exhibit A" Legal Descriptions

PARCEL 1: 08-045-0005

LOTS 1, 2, AND 3 THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST OUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8 BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NOHTHWEST QUARTER OF THE SOUTHEAST OUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT—OF-WAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO. S.P.293, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH 11°08'33" WEST 60.48 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 12°29'56" WEST 145.22 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ITNERSECTION WITH AN EAST-WEST FENCE; THENCE CONTINUING NORTH 15°32'01" WEST 286.65 FEET ALONG SAID

EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTH 0° 55'08 WEST 2060.96 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET, RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET: THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1744.69 FEET; THENCE SOUTH 89°25'26" WEST 371.77 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMISSION OF UTAH.

LESS: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OFWAY FENCE LINE OF A COUNTY ROAD, FORMERLY A STATE ROAD DESIGNATED AS PROJECT NO S.P. 293, AND AN EXISTING EAST-WEST FENCE, WHICH POINT IS 488.8 FEET EASTERLY ALONG THE 40 ACRE LINE, 60.48 FEET NORTH 11°08'33 WEST AND 145.22 FEET NORTH 12°29'56" WEST FROM THE SOUTHWEST CORNER OF SAID NORTHWEST OUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 15°,32'01" WEST 286.65 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO AN ANGLE POINT; THENCE CONTINUING NORTH 18°33'59" WEST 1242.18 FEET ALONG SAID EASTERLY RIGHT-OF-WAY FENCE LINE TO THE WESTERLY BOUNDARY LINE OF SAID NORTHEAST OUARTER OF SECTION 15: THENCE NORTH 0°55'08" WEST 2060.956 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT WHICH IS 210.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT OPPOSITE THE ENGINEER STATION 3460+98.23; THENCE SOUTH 13°35'26" EAST 1579.15 FEET; THENCE SOUTH 10°35'06" EAST 501.60 FEET; THENCE SOUTH 15°09'32" EAST 1538.44 FEET TO SAID EAST-WEST FENCE; THENCE SOUTH 89°38'22" WEST 359.98 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMISSION OF UTAH.

PARCEL 2: 08-044-0004

LOTS 4, 5, 6, 7, WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION DEEDED TO STATE ROAD.

John W. Huber United States Attorney (#7226) 111 South Main Street, Suite 1800 Salt Lake City, UT 84111 (801) 524-5682

Notice of Trustee's Sale

The following described property will be sold at public auction to the highest bidder, without warranty as to title, possession, or encumbrances, payable in lawful money of the United States at the time of sale, at the main entrance of the First Judicial District Court for Box Elder County, 43 North Main, Brigham City, UT 84302 on September 25, 2020 at 11:30 a.m. of said day, for the purpose of foreclosing a trust deed originally executed by ECO RANCHES, LLC, as Trustor, in favor of SECURITY INVESTMENT CORPORATION NV, covering real property located in Box Elder County and more particularly described as:

Parcel Nos. 08-041-0025, 08-041-0026, 08-041-0027, 08-041-0028, 08-042-0018 Tract 2: 08-041-0019, 08-041-0004, and 08-041-0020 located in Box Elder County, State of Utah. See attached "Exhibit A" for legal description.

The current beneficiary of the trust deed is SECURITY INVESTMENT CORPORATION NV, and the record owner of the property as of the recording of the notice of default is ECO RANCHES, LLC.

Dated this 20th day of August, 2020.

/s/ Katherine R. Young Katherine R. Young, Trustee 3212 S State Street Salt Lake City UT, 84115 Phone: (801) 746-2477

"Exhibit A" LEGAL DESCRIPTION

PARCEL 1:

Beginning 22 2/3 rods West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence running West 246 feet, thence South 17 rods, thence East 246 feet, thence North 17 rods, to beginning.

LESS: Tracts deeded to Raymond G. Yaworsky and William D. Marsh.

PARCEL 2:

Beginning at a point 538 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

PARCEL 3:

Beginning at a point 374 feet West of the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian, thence West 82 feet, thence South 280.5 feet, thence East 82 feet, thence North 280.5 feet to beginning.

PARCEL 4:

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

PARCEL 5:

The North half of Northeast Quarter of Section 7. Township 14 North, Range 3 West, Salt Lake Meridian. LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7. Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: A part of the North half of section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet; thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street. LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying within Portage City limits)

PARCEL 6:

Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

PARCEL 7:

The North half of the Northeast Quarter of Section 7, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: The North half of the West half of the North half of the Northeast Quarter, Section 7, Township 14 North, Range 3 West. Salt Lake Meridian.

LESS: A part of the North half of Section 7, Township 14 North, Range 3 West. Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah: Beginning at the North Quarter corner of Section 7 at a point West 34.8 feet from existing fence line; running thence North 89°57'38" East 2640.0 feet; thence South 0°28'34" West 660.0 feet; thence South 89°57'38" West 2640.0 feet; thence North 0°28'34" East 660.0 feet to the point of beginning.

Excepting therefrom: Beginning at the North Quarter corner of Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, and running thence South 216 feet: thence East 327 feet; thence North 216 feet; thence West 327 feet to the point of beginning.

Also excepting therefrom: That portion on the West of said property which lies within 8800 West Street.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning. (Lying outside Portage City limits)

PARCEL 8:

The North half of the Northwest Quarter of Section 8, Township 14 North, Range 3 West, Salt Lake Meridian.

LESS: All land lying East of the West boundary of OSLRR right of way.

LESS: Beginning at a point 1321.95 feet South of the North Quarter corner, Section 7, Township 14 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, BOX ELDER County, Utah; running thence East 3,300 feet, plus or minus, to center line of Samaria Ditch; thence North along the center line of said ditch to a point 330 feet North of Grantor's South property line; thence West to West boundary of Grantor's property; thence South 330 feet, plus or minus, to point of beginning.